

Attachment 1-4a

THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

COMMONWEALTH OF MASSACHUSETTS OFFICE LEASE

1. SUBJECT MATTER AND TABLE OF CONTENTS

1.1 Subject Matter

Each of the references in this Lease to any of the following subjects incorporates the data stated for that subject in this § 1.1 and, unless defined elsewhere in this Lease, constitutes the definition of the listed subject.

DATE OF LEASE:

December 21, 2022

LANDLORD:

Maple Street Milford Industrial, LLC

ADDRESS OF LANDLORD:

c/o Calare Properties, Inc
30 Speen Street
Framingham, Massachusetts, 01701

LANDLORD'S REPRESENTATIVE:

Albert Manley
c/o Calare Properties, Inc
30 Speen Street
Framingham, Massachusetts, 01701
Albert Manley amanley@calare.com
and/or such other persons as Landlord
designates from time-to-time

TENANT:

The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, the Massachusetts State 911 Department (State 911)

ADDRESS OF TENANT:

Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

TENANT'S REPRESENTATIVE

Name: Deborah Russell, Director
Office of Leasing
Division of Capital Asset Management
and Maintenance
Address: One Ashburton Place, 15th floor
Boston, Massachusetts 02108-1518
E-mail: Deborah.Russell2@mass.gov
and/or such other persons as Tenant
designates from time-to-time, as set
forth in § 4.4

USER AGENCY:

Massachusetts State 911 Department (State 911)

ADDRESS OF USER AGENCY:

151 Campanelli Drive, Suite A
Middleborough, Massachusetts 02346

USER AGENCY'S REPRESENTATIVE:

Name: Frank Pozniak, Executive Director
Address: Massachusetts State 911 Department
151 Campanelli Drive, Suite A
Middleborough, Massachusetts 02346
frank.pozniak@mass.gov
and/or such other persons as User
Agency designates from time-to-time,
as set forth in § 4.4

BUILDING (ADDRESS):

31 Maple Street
Milford, Massachusetts 01757

PREMISES:

Entire Premises of 31 Maple Street within the
Building as shown in Exhibit A-1 together with
all of the Landlord's Improvements (as defined in
§ 4.1) made within the Premises pursuant to the
provisions of this Lease.

USABLE AREA OF PREMISES:

Office/ Training Space 50,976 Usable Square
Feet

PARKING SPACES:

Number: 237 reserved parking spaces, and four
electric vehicle charging stations
Location: Located at 31 Maple St, Milford as
outlined in Exhibit A-2

PERMITTED USES:

Subject to the provisions of § 6.1, Tenant must use the Premises for the following purposes: Office and Training Center uses and all other lawful uses consistent with local municipal zoning codes.

TERM:

The Term begins on the Date of Occupancy, as defined in § 3.2, at 12:01 a.m., and continues until 11:59 p.m. of the date immediately preceding the tenth anniversary of the Date of Occupancy.

“Term” includes the Term, unless otherwise expressly stated. “Expiration Date” means the last day of the Term, and includes any effective date of termination of this Lease, unless otherwise indicated.

BUSINESS DAY:

Unless otherwise provided by this Lease, “business day” means any day other than Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

BASE RENT FOR TERM:

Year One:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.08 per square foot for office and training space
Year Two:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Three:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Four:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Five:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Six:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Seven:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Eight:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Nine:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space
Year Ten:	\$ 724,368.96 \$ 14.21	per year in monthly installments of \$ 60,364.98 per square foot for office and training space

Base Rent includes the cost of parking

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RIDER, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS

Rider to Lease

Certificate of Compliance with Executive Order No. 481

Exhibit A: Plan Showing Location of Premises within the Building
Exhibit A-1: Landlord's Measured Drawing of the Premises
Exhibit A-2: Site Plan Showing Location of Parking Spaces
Exhibit B: Schematic Space Plan of the Premises
Exhibit C: Specifications for Premises (as revised by agreement of the parties based on
Landlord's Proposal and subsequent negotiations)
Exhibit D: Project Schedule
Exhibit E: Year One Statement of Additional Rent

Landlord's Beneficial-Interest-Disclosure Statement

Certificate of Tax-and-Employment-Security Compliance

2. PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

- (a) Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.
- (b) As appurtenant to the Premises, Tenant, in common with other tenants of the Building (and subject to the rules of the Building, as set forth in § 6.4), has the right to use: (i) the common lobbies, halls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

2.2 Usable Area

- (a) For the purposes of this Lease, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building.
- (b) Landlord acknowledges that Tenant has relied upon Exhibit A-1 in establishing the Usable Area and that Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in § 1.1. Landlord warrants and represents to Tenant that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in Exhibit A-1 by a factor of 1% or more, then, at the option of Tenant, Landlord and Tenant must modify this Lease to state the actual Usable Area of the Premises and to adjust Rent downward to reflect the actual Usable Area.

3. RENT; DATE OF OCCUPANCY

3.1 Rent Payment

- (a) Tenant agrees to pay, and Landlord agrees to accept, Rent described in § 1.1. Equal monthly installments of Rent are payable on or before the tenth day of the calendar month for which Rent is due. If the Initial Term commences other than on the first day of a calendar month or ends other than on the last day of a calendar month, Rent for such fractional month is prorated. Notwithstanding the second sentence of this paragraph, if the Initial Term

commences other than on the first day of a calendar month, Tenant pays the prorated Rent for such partial calendar month concurrently with the payment of the installment for the first full calendar month of the Initial Term.

- (b) If any installment of Rent is not paid when due, Landlord is entitled to late-payment interest on the overdue amount in accordance with and subject to G. L. c. 29, § 29C, and any regulations or administrative bulletins promulgated under said statute.

3.2 Date of Occupancy; Commencement of Rent Obligation

- (a) The obligation of Tenant to pay Rent begins on the Date of Occupancy. The Date of Occupancy is the earlier of (a) the 15th day after the Premises are available for Tenant's occupancy, or (b) the day Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises are deemed available for Tenant's occupancy only when (i) Landlord substantially completes all of the Landlord's Improvements (as defined in § 4.1) in accordance with the provisions of this Lease, with only Punchlist Items (as defined in § 4.3) excepted, (ii) Landlord provides Tenant with a copy of a Certificate of Completion issued by the project architect confirming that the Landlord's Improvements are substantially completed in accordance with the Working Drawings approved by Tenant, (iii) Landlord provides Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, (iv) Landlord provides Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, satisfies the requirements of Exhibit C and that the air distribution system serving the Premises is properly balanced in accordance with the design intent, as set forth in Exhibit C and the Working Drawings, (v) Landlord provides Tenant with a copy of each other report, drawing, and record that is identified in Exhibit C and required before occupancy, and (vi) Landlord provides Tenant with the certificates of insurance that are required by § 8.2.
- (b) Notwithstanding that Landlord meets all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy is not deemed to occur before the Completion Date set forth in § 4.3 unless Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses before the Completion Date. Tenant agrees to execute a letter to Landlord confirming the Date of Occupancy within ten business days after the Date of Occupancy has occurred.

3.3 Tenant's Entry before Term without Charge

- (a) With the prior approval of Landlord, Tenant may enter the Building and Premises before the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture, and fixtures, and otherwise to prepare the Premises for occupancy by Tenant. Landlord must not withhold or delay such approval, provided that Tenant coordinates Tenant's work with the construction of the Landlord's Improvements and any other work being performed by Landlord in the Building so as not to interfere with or increase the cost of such work of Landlord or delay the Completion Date. As a condition of granting such approval, Landlord has the right to require that a representative of Landlord accompany Tenant and Tenant's contractors, and Tenant agrees, on behalf of Tenant and Tenant's contractors, to comply with any and all reasonable directions given by said representative of Landlord.

- (b) In order to assist Tenant with Tenant's preparation, move into, and occupancy of the Premises, Landlord must provide Tenant and Tenant's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment, and services that Tenant reasonably requests. Landlord must provide such information with reasonable promptness, whether before or after commencement of the Term.

4. IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

Landlord, at Landlord's sole cost and expense (except as otherwise specifically provided in this Lease), furnishes all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas that the Schematic Space Plan attached as Exhibit B, the Specifications for the Premises attached as Exhibit C, and all other provisions of this Lease require. All alterations and improvements that Landlord makes in or about the Premises are the "Landlord's Improvements."

4.2 Working Drawings

- (a) Landlord must cause to be prepared, at Landlord's sole cost and expense, working drawings (the Working Drawings) for the Premises in their entirety, including, without limitation, all of the existing conditions and all of the Landlord's Improvements. The Working Drawings must fix and describe the location, dimensions, and character of the existing conditions and of the Landlord's Improvements, and conform in all respects to Exhibit B, Exhibit C, and all other provisions of this Lease. Without limiting the foregoing, each of the requirements designated "[x]" applies to the Working Drawings:

- [x] An architect, engineer, or both, licensed in the Commonwealth of Massachusetts, as the applicable code requires or the applicable codes require, must prepare and stamp the Working Drawings.

- (b) The Working Drawings must specifically include, at a minimum:

- [x] Floor plans identifying room and corridor locations, column locations, partition layout, door and window locations, and structural modifications.

- [x] Electrical plans identifying all panels, devices, and power and telephone system, servers, and photocopiers.

- [x] Voice/data cabling plans identifying the location of all panels, devices, and voice/data outlets, and showing locations with reference to walls, closets, columns, and User Agency's systems furniture telephone system, servers, printers, and photocopiers.

- [x] Security-system plans identifying the location of all system control panels, system entry-control devices, and all other devices and contacts.

- [x] Reflected ceiling plans identifying lighting, HVAC supply and return grilles, and fire-protection devices.

- ☒ HVAC plans identifying the size and location of all equipment, piping, ductwork, supply and return grilles, convectors, and radiators.
 - ☒ Finish schedules and legend of materials, abbreviations, and symbols.
 - ☒ Fire-protection plans.
 - ☒ Plumbing plans.
 - ☒ Furniture plans identifying the location of the Landlord Provided systems furniture with sufficient detail to enable identification of primary and secondary egress corridors.
- (c) The Working Drawings are subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord must submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and the User Agency, (ii) listing each document included in the Working Drawings that Landlord submits, and (iii) requesting Tenant's approval of the Working Drawings. Within ten business days after receipt of the Working Drawings, Tenant must either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, Tenant must be deemed to have approved the Working Drawings.
- (d) If Tenant disapproves the Working Drawings, Landlord, within ten business days after notice of disapproval is given, must submit new or corrected Working Drawings to Tenant. Any resubmission is subject to Tenant's review and approval in accordance with the procedure provided in this § 4.2 for an original submission until Tenant fully approves the Working Drawings. Upon Tenant's written full approval of the Working Drawings, the Working Drawings are deemed incorporated into and made a part of this Lease for all purposes.
- (e) At all times, the Working Drawings must conform to good design practice, the requirements of Exhibits B and C, and all other provisions of this Lease. Without limiting the foregoing, Landlord must not make any change in the Working Drawings after Tenant approves the Working Drawings that in any manner reduces the utility, lowers the quality, or affects the appearance of all or any part of the Landlord's Improvements, increases Tenant's cost to use and occupy the Premises, or interferes with Tenant's ability to use and occupy the Premises. Landlord must submit any proposed change in the Working Drawings to Tenant at least three business days before implementing such change. Any material change in the Working Drawings requires Tenant's written approval, which approval is given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice, and all other provisions of this Lease. Landlord requests, and Tenant approves, any proposed change in the Working Drawings in accordance with the procedure provided in this § 4.2 for an original submission.
- (f) Notwithstanding any other provision of this Lease, if Tenant requests any change to the Working Drawings or to the Landlord's Improvements that causes an increase in Rent or requires Tenant to pay any additional sum to Landlord or to Landlord's contractors, Landlord must not make such change, and Tenant has no liability for any cost that Landlord or any other party incurs in connection with such change, unless and until Landlord and Tenant

execute a written modification of this Lease, specifying such change and the additional rent or other payment that Tenant must make.

- (g) It is understood and agreed that Landlord is fully and completely responsible for all aspects of the design, engineering, and construction of the Landlord's Improvements, and for the compliance of the Landlord's Improvements with all applicable codes including, without limitation, building, safety and accessibility codes, and with the provisions of Exhibit C. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements renders Tenant responsible for the design, engineering, or construction of the Landlord's Improvements, or invests Tenant with any responsibility for defects or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

- (a) Subject to Tenant Delays and any Force Majeure Event (as defined in § 15), Landlord must substantially complete all of the Landlord's Improvements and make the Premises available for Tenant's occupancy within 46 weeks after delivery of a fully executed counterpart of this Lease to Landlord (the Completion Date). If, at any time, it appears that this deadline will not be met, Landlord must notify Tenant immediately, in writing. Such notice must advise Tenant of each reason for delay and of the Landlord's proposed new Completion Date. The Completion Date may only be modified with Tenant's written agreement. If Tenant agrees in writing with Landlord's proposed new Completion Date, or if Tenant and Landlord agree in writing on a new Completion Date, the agreed-upon date shall be deemed to be the new Completion Date.
- (b) If a Force Majeure Event delays the Completion Date, then the Completion Date, as modified from time to time, must be extended by the actual number of days that a Force Majeure Event delays the Completion Date, but in no event can such extension of the Completion Date for Force Majeure Events exceed 150 days in the aggregate without Tenant's written consent, which Tenant has the right to withhold for any reason or for no reason, in Tenant's sole discretion.
- (c) If the Completion Date is delayed due to a Tenant Delay, then the Completion Date, as extended from time to time, must be extended by the actual number of days that such Tenant Delay delays the Completion Date. For the purposes of this Lease, "Tenant Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission continues for a period of more than two business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date:
 - (i) Tenant's request for special work not included in the Working Drawings that Tenant previously approved or that this Lease otherwise requires; or
 - (ii) Tenant's request for a change in the Working Drawings that Tenant previously approved; or
 - (iii) Delays in the delivery, installation, or completion of any work that Tenant or Tenant's contractors perform; or
 - (iv) Any failure by Tenant to perform any of Tenant's obligations under this Lease.

- (d) Such notice must be sent to Tenant in an envelope bearing the following notice printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE OF TENANT DELAY — OPEN IMMEDIATELY

- (e) The extension of the Completion Date for Tenant Delays is Landlord's sole and exclusive remedy for Tenant Delays, notwithstanding the provisions of § 16.8 or any other provision of this Lease.
- (f) The Landlord's Improvements are substantially complete for the purposes of this Lease only when (i) Landlord performs the work in the Working Drawings approved by Tenant that Landlord is required to perform, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist Items excepted, (ii) Landlord makes the water supply, sewage, heating, ventilating, air conditioning, and electric facilities available to Tenant in accordance with the obligations that Landlord assumes under this Lease, and (iii) Landlord has caused the Premises to be free of debris and construction materials, in a usable and tenantable condition, and cleaned.
- (g) Subject to Tenant Delays and Force Majeure Events only, Landlord must cause the Landlord's Improvements to be completed in accordance with the Project Schedule annexed as Exhibit D. Landlord must keep Tenant apprised of the progress of the work that Landlord performs under this Lease. If there is any delay in the progress of the work of five days or more, Landlord must notify Tenant of such delay immediately, regardless of whether Landlord anticipates that such delay causes a delay in the Completion Date. Said notice must advise Tenant of all changes or adjustments in the Project Schedule, the cause of each change or adjustment, and the corrective efforts, if any, that Landlord has made, proposes to make, or both.
- (h) If, for reasons other than Tenant Delays, or a Force Majeure Event, Landlord does not substantially complete the Landlord's Improvements and make the Premises available for Tenant's occupancy by the Completion Date, as extended, and, notwithstanding Tenant's termination of this Lease as provided in this § 4.3, Landlord must pay any and all costs, fees, and expenses that Tenant incurs as a result of such delay, including, without limitation, necessary additional moving and storage costs, expenses incurred to find other temporary space, and any cost difference between Tenant's Rent under this Lease and the rent that Tenant incurs during the period of delay by Landlord.
- (i) If the Landlord's Improvements are not substantially completed within 60 days after the Completion Date, as extended for Tenant Delays, a Force Majeure Event, or otherwise by agreement of Landlord and Tenant, Tenant has, in addition to any other remedies available to Tenant under this Lease, at law, or in equity, the right to terminate this Lease by giving Landlord a written Notice of Termination, which right Tenant can exercise immediately or at any time after the expiration of said 60 days and without further notice. Such termination of this Lease by Tenant does not relieve Landlord of Landlord's obligation to pay Tenant any and all costs, fees, and expenses that Tenant incurs as a result of Landlord's delay in making

the Premises available for occupancy by Tenant, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which Tenant is lawfully entitled by reason of Landlord's failure to perform Landlord's obligations.

- (j) Notwithstanding Tenant's consent to any extension of the Completion Date, Landlord must promptly complete all Punchlist Items, and in every event, Landlord must complete Punchlist Items no later than 30 days after the Date of Occupancy. For the purposes of this Lease, "Punchlist Items" means only minor and insubstantial details of decoration or mechanical adjustment that do not impair Tenant's ability to use and occupy the Premises in accordance with the provisions of this Lease. On or before the Date of Occupancy, Landlord and Tenant must conduct a walk-through of the Premises and must identify, in writing, all Punchlist Items that Landlord must complete.
- (k) The construction of the Landlord's Improvements must be (i) coordinated with any work being performed by Tenant, provided that such coordination does not materially interfere with Landlord's construction schedule, delay the Completion Date, or increase the cost of the Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. Approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

4.4 Tenant's Representative, User Agency's Representative, and Authorized Representative

Tenant designates the individuals named in § 1.1 respectively as Tenant's Representative and as User Agency's Representative with respect to matters pertaining to the design and construction of the Landlord's Improvements. Tenant designates User Agency's Representative as Authorized Representative, who has full power and authority to make decisions on behalf of Tenant with respect to matters pertaining to the design and construction of the Landlord's Improvements, except that Authorized Representative has no authority whatsoever to alter, waive, or modify any provision of this Lease, which must only be done in accordance with the provisions of § 16.2. Landlord must deliver the Working Drawings and any requests for changes or modifications to the Working Drawings to both Tenant's Representative and User Agency's Representative. Authorized Representative or Authorized Representative's successor must communicate to Landlord, in writing, Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the design and construction of Landlord's Improvements, and Landlord must rely only upon written communications received from such individuals with respect to the design and construction of Landlord's Improvements unless Tenant otherwise notifies Landlord in writing. Any other notice to Tenant authorized by this Lease shall be given in accordance with Article 14 of this Lease.

5. LANDLORD'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings; Changes

Landlord warrants and represents:

- (a) Landlord has record title to the premises (or if this Lease is a sublease, Landlord warrants and represents that Landlord holds a current and valid lease of the premises) of which the

Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the construction of the Landlord's Improvements or the use of the Premises for the Permitted Uses (or the sublease of the Premises if this Lease is a sublease).

- (b) Landlord's name appears in this Lease exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if this Lease is a sublease.
- (c) Landlord has full legal capacity to enter into this Lease.
- (d) If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord is validly organized and existing, Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.
- (e) The execution of this Lease is duly authorized, and each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord.
- (f) Landlord is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.
- (g) Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out Landlord's obligations.
- (h) If the status of any warranty and representation by Landlord in this § 5.1 changes or ceases to be accurate during the Term, Landlord must notify Tenant in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Tenant all commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Tenant.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents:

- (a) Landlord must deliver the Premises to Tenant in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and that the construction of the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

- (b) Throughout the Term, Landlord must maintain the Premises in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.
- (c) If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Landlord, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded. Landlord has the right to defer compliance so long as Landlord contests the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with Tenant's use of the Premises for the Permitted Uses, subject Tenant or Tenant's employees or invitees to any increased risk of injury to their persons or property, adversely affect any other right of Tenant under this Lease, or impose any additional obligation upon Tenant.

5.3 Quiet Enjoyment

- (a) Landlord warrants and covenants that as long as there is no Event of Default (as defined in § 9.1) by Tenant under this Lease, Tenant must have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord.
- (b) At reasonable times and without unreasonably interfering with Tenant's use, occupancy, and enjoyment of the Premises, Landlord and Landlord's agents have the right to enter the Premises to make repairs or to view the Premises. Landlord must give Tenant a minimum notice of 48 hours for such visits (Landlord has the right to give such notice by telecopier (fax), or by email to LeasingForms.DCamm@mass.gov, in the case of minor repairs taking one day or less to complete, or in the case of viewing the Premises); provided, however, that Landlord has the right to enter the Premises at any hour and without the 48-hour notice in the case of an emergency affecting the Premises.
- (c) Landlord has the right to enter for the purpose of showing the Premises to prospective tenants only during the last six months of the Term. Landlord must notify Tenant (Landlord has the right to give such notice by telecopier (fax), or by email to LeasingForms.DCamm@mass.gov, at least 24 hours before showing the Premises to prospective purchasers, tenants, or other parties.

5.4 Correction of Defective Work; Repair of Premises and Building

- (a) During the Term, Landlord must promptly correct, repair, or replace any defective aspects of the Landlord's Improvements of which Landlord becomes aware after the Date of Occupancy (Latent Defects).

- (b) Subject to Landlord's obligation to correct Latent Defects, Landlord must keep and maintain the Premises, including, without limitation, all equipment and fixtures that Landlord furnishes as part of the Landlord's Improvements (whether located within or outside of the Premises) in such good repair, order, and condition as the same are in at the beginning of the Term, reasonable wear and tear, damage that fire or other casualty causes (except as provided in § 7.1), and damage that Tenant's negligence, Tenant's breach of this Lease, or Tenant's willful misuse causes excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C, Landlord's obligations include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Landlord must make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as are necessary to keep them in good condition.
- (c) Landlord must make routine repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building within five business days after Landlord discovers or Tenant notifies Landlord or Landlord's authorized representative of the condition requiring repair, correction, or replacement, or within such shorter time period as applicable law, code, or regulation requires. A routine repair, correction, or replacement is any repair, correction, or replacement that is not an emergency repair, correction, or replacement as defined in § 5.4 (d).
- (d) Landlord must make emergency repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building immediately upon Landlord's discovery of or Tenant's notice to Landlord or to Landlord's authorized representative of the condition requiring repair, correction, or replacement. An emergency repair, correction, or replacement is any repair, correction, or replacement that is required to remove an immediate threat to the life, health, or safety of any person or property upon the Premises or the appurtenant areas described in § 2.1.
- (e) Landlord must complete all repairs, corrections, and replacements (i) at Landlord's sole cost and expense, except as provided by this § 5.4, (ii) in a good and workmanlike manner, (iii) with respect to repairs, corrections, and replacements of the Premises and the Landlord's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.
- (f) In (i) scheduling and carrying out the repairs that this Lease requires, (ii) making any optional repairs, alterations, or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures, or equipment, Landlord must make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. If any such repairs or maintenance by Landlord causes Tenant to be deprived of the use or quiet enjoyment of all or a material portion of the Premises for a period of more than two consecutive business days, Rent for each succeeding day must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors.

5.5 Delivery of Services and Utilities

Landlord must furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit C, at its sole cost and expense.

From time to time, Tenant may request, in writing, that Landlord furnish additional janitorial or other services, utilities, facilities or supplies for the Premises (Additional Services). Upon its receipt of such a request, Landlord will provide Tenant with an estimated cost for the requested Additional Services. If Tenant notifies Landlord in writing of Tenant's approval of the estimated cost of the Additional Services, Landlord must promptly cause the Additional Services to be provided. Upon completion of the Additional Services, Landlord must send to Tenant an invoice for the lesser of (i) the actual costs of the Additional Services, or (ii) the estimated cost of the Additional Services. Tenant must pay the invoice amount to Landlord within 45 days after Tenant's receipt of the invoice, as additional rent.

5.6 Hazardous Substance

- (a) Landlord represents that Landlord has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or transported to, from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. For purposes of this Lease, Hazardous Substance means (i) any "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "hazardous pollutant," or "toxic pollutant," oil, asbestos, urea formaldehyde foam insulation, or "solid waste," as presently defined or otherwise denominated as hazardous, toxic, or a pollutant or a special waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as modified from time to time (42 U.S.C. 9601 et seq.) (CERCLA), the regulations promulgated under CERCLA, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any additional substance or material that is incorporated in or added to the definition of "hazardous substance" for the purposes of such laws; (iii) a substance listed in the United States Department of Transportation Table (49 CFR 172.101, as modified) or by the Environmental Protection Agency (or any successor agency) as a hazardous substance (40 CFR Part 302, as modified); (iv) any hazardous waste or solid waste, as defined in the Resource Conservation and Recovery Act of 1976, as modified by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste, or substance that is (A) petroleum, (B) asbestos or an asbestos-containing material, (C) polychlorinated biphenyls, (D) urea-formaldehyde (UFFI) or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act (33 U.S.C. 1251 et seq.), or listed pursuant to § 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosive; or (H) radioactive material; and (vi) any additional substance or material that is considered to be a "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "solid waste," or regulated substance or material (including, without limitation, any asbestos-containing material) under any state, federal, or local law, rule, or regulation governing health, safety, natural resources, or the environment relating to the Premises, the Building, or the land upon which the Building is located, including, without limitation, G. L. c. 21E (being the Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous material promulgated thereunder, G. L. c. 21C, Title 5 of the State Environmental Code, G. L. c. 111, 150A, and any hazardous and inflammable substance regulated under G. L. c. 148. Each reference in this Lease to law, a rule, a regulation, etc., whether specific or general, is to law, a rule, a regulation, etc., that is currently in effect, as modified or supplemented.

- (b) Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, the Building, or the land upon which the Building is located, or to migrate toward the Premises, the Building, or the land upon which the Building is located, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.
- (c) Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises, Building, or land upon which the Building is located (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.
- (d) Landlord must indemnify, save harmless, and defend, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Tenant from all liability, claim, or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substance (i) on or under the Premises, the Building, or the land upon which the Building is located before the Date of Occupancy, or (ii) after such date with respect to any Hazardous Substance that Landlord, Landlord's employees, agents, independent contractors, or invitees (that include, for the purposes of this § 5.6, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving a Hazardous Substance in breach of Landlord's obligations in this § 5.6) release(s) or place(s) on or under the Premises, the Building, or the land upon which the Building is located. This indemnity survives termination of this Lease. Promptly upon discovery, Tenant must notify Landlord in writing of any facts or circumstances that give rise to any claim by Tenant.

6. TENANT'S COVENANTS

6.1 Use of Premises

- (a) Tenant must use the Premises only for the Permitted Uses set forth in § 1.1, provided, however, that Tenant has the right to use the Premises for other purposes if such use (i) is compatible with the other uses of the Building, (ii) does not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) does not materially increase Landlord's cost to provide the services (including, without limitation, repairs and

maintenance of the Premises and Building) that this Lease requires or any other services currently provided to tenants of the Building, and (iv) is otherwise compatible with all other obligations of Tenant under this Lease.

- (b) Tenant must not cause or permit any nuisance in the Building and must not conduct any activity within the Premises or Building that interferes with the rights of other tenants or occupants of the Building.
- (c) Tenant covenants and agrees that Tenant must not do or permit anything to be done in or upon the Premises or Building, or bring anything on the Premises or Building that increases the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses, or that voids such insurance. Tenant further agrees that if Tenant does any of the foregoing, Tenant must promptly pay to Landlord, on demand, any resulting increase as additional rent, or Tenant must cease all activities that cause the increase or the voiding.

6.2 Care of Premises

Tenant must not injure, deface, or commit waste in the Premises or any part of the Building. Tenant must exercise reasonable care to ensure that all systems, fixtures, and equipment that Landlord installs are used only for their respective intended purposes and that the electrical, mechanical, and structural systems of the Building and the Premises are not overloaded. Tenant must notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord.

6.3 Hazardous Substance

- (a) Tenant agrees that Tenant must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about the Premises, or to be transported to, from, or across the Premises.
- (b) Nothing in this Lease prohibits Tenant from using minimal quantities of cleaning fluid and office or household supplies that constitute(s) a Hazardous Substance but are customarily present in and about premises used for the Permitted Uses, provided that Tenant's use, including storage and disposal of such cleaning fluid and office or household supplies, is in compliance with all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.
- (c) If Tenant or Tenant's employees, agents, independent contractors, or invitees cause(s) the release or threatened release of any Hazardous Substance from the Premises, Tenant must promptly notify Landlord and, without cost to Landlord, take such action, or cause others to take such action, as is necessary to assess, remediate, or remove any Hazardous Substance, as and to the extent required by all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

6.4 Compliance with Applicable Laws and Removal of Liens

Tenant must comply with all laws, orders, and regulations of federal, state, county, and city authorities, and with any of Landlord's rules and regulations that are set forth in this Lease or that

Landlord establishes, provided that they do not conflict with the provisions of this Lease, and further provided that they are delivered to Tenant and to the User Agency in the manner required for notices. Tenant has the right to defer compliance so long as Tenant contests in good faith the validity of any such law, order, or regulation by appropriate legal proceedings and first gives Landlord appropriate assurance, reasonably satisfactory to Landlord, against any loss, cost, or expense on account of such deferral, and provided that such contest must not subject Landlord to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Tenant must not cause or allow any liens of any kind to be filed against the Premises. If any liens are filed, within 15 days after receiving written notice of such filing, Tenant, at Tenant's sole cost and expense, must take whatever action is necessary to cause such lien to be bonded off or released of record without cost to Landlord.

6.5 Assignment and Subletting

- (a) Tenant must not assign, sublet, mortgage, pledge, or encumber this Lease (the result of any such action being referred to as a "Transfer") without Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord and Tenant agree that Landlord has the right to withhold Landlord's consent to any proposed Transfer to a transferee who, by reputation, financial strength, or expected use, is not compatible with the other tenants in the Building, or whom Landlord, in Landlord's reasonable business judgment, does not deem to be an acceptable credit risk. By valid written instrument, any transferee must expressly assume, for the transferee and the transferee's successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant has no further obligations of Tenant under this Lease.
- (b) Any request by Tenant for Landlord's consent to a Transfer must include (i) the name of the proposed transferee; (ii) the nature of the transferee's business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed transferee; and (iv) the provisions of the proposed Transfer. Tenant must promptly supply such additional information about the proposed Transfer and transferee as Landlord reasonably requests. Landlord also has the right to meet and interview the proposed transferee.
- (c) Landlord must advise Tenant in writing whether or not Landlord consents to a proposed Transfer within 10 business days of receiving Tenant's request for such consent. If such consent is withheld, Landlord must specify the reasons, in writing, to Tenant. If Landlord fails to so notify Tenant within said time period, Landlord is deemed to have given Landlord's consent to the proposed Transfer.
- (d) The express or implied consent by Landlord to any Transfer does not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.
- (e) As used in this Lease, "assign" or "assignment" includes, without limitation, any transfer of Tenant's interest in the Lease by operation of law.
- (f) Notwithstanding any contrary provisions of this § 6.5, in connection with any proposed Transfer, Landlord has the right to cancel and terminate this Lease if Tenant's request is to assign the Lease or to sublet more than 80% of the Premises; or, if Tenant's request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed duration of the sublease. Landlord must exercise

this right in writing within 30 days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case, such cancellation or termination must occur as of the effective date of the proposed Transfer. In such event, Tenant must permit Landlord to enter into a direct lease with the proposed transferee.

- (g) Landlord acknowledges and agrees that the use or occupation of all or part of the Premises by an agency of state government other than the User Agency named in § 1.1, or the substitution of another agency of state government for the User Agency named in § 1.1, is not a Transfer, provided that the Premises continue to be used for the Permitted Uses. Nevertheless, Tenant must advise Landlord, in writing, if any agency of state government other than the User Agency named in § 1.1 uses or occupies all or any portion of the Premises, or if there is a substitution of any agency of state government for the User Agency named in § 1.1.

6.6 Alterations and Additions

- (a) Tenant has the right to make non-structural alterations or additions to the Premises (Tenant Alterations), provided that Tenant must first obtain Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord has the right to withhold Landlord's consent to any proposed Tenant Alterations that would violate any law, ordinance, code, or regulation of governmental authorities with jurisdiction, or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or that would materially and adversely affect the appearance or value of the Building, or the mechanical, electrical, sanitary, or any other system of the Building.
- (b) As a condition to giving Landlord's consent to Tenant Alterations, Landlord has the right to require that Tenant remove all or a portion of Tenant Alterations at the expiration or earlier termination of this Lease, provided that Landlord must designate all such items to be removed at the time Landlord gives Landlord's consent.
- (c) As a further condition for Landlord's consent, Landlord has the right to require that, before the commencement of the work, Tenant submit to Landlord, for Landlord's approval, plans and specifications that reasonably identify and describe proposed Tenant Alterations. Landlord must review Tenant's plans and specifications, and inform Tenant, in writing, of Landlord's approval or disapproval within ten business days after submission by Tenant. If Landlord disapproves, Landlord must identify, in writing, each reason for disapproval and identify, in writing, each modification that must be made by Tenant in order to obtain Landlord's approval. If Landlord fails to so inform Tenant of disapproval within ten business days after submission by Tenant or fails to so identify each modification that is necessary to obtain Landlord's approval, Tenant's plans and specifications are deemed approved.
- (d) Tenant must (i) do all such Tenant Alterations at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) complete all such Tenant Alterations in accordance with any plans and specifications that Landlord approves and in a good and workmanlike manner, with materials in quality at least equal to the then-present construction, (iii) cause contractors that Landlord approves to perform all such Tenant Alterations, provided that Landlord's approval is not required for any contractor that Tenant selects pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) perform and complete all such Tenant Alterations in compliance with all applicable laws, ordinances, codes, and regulations of governmental authorities, and with regulations of the

Board of Fire Underwriters or any similar insurance body or bodies, and (v) perform and complete all such Tenant Alterations at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. Landlord's approval of any plans and specifications, or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

- (e) At all times during the construction of any Tenant Alterations, Tenant must cause Tenant's contractors and any subcontractors to maintain Workers' Compensation insurance covering the persons employed in connection with such Tenant Alterations as required by law. and, if the estimated construction cost of such Tenant Alterations exceeds \$25,000, to secure and maintain (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant, with limits that Landlord reasonably establishes, to protect against the risks or nature of the construction to be undertaken, or with limits customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (ii) such builders-risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts that Landlord reasonably deems necessary. Tenant must not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained, and certificates evidencing such coverage have been delivered to and approved by Landlord. Each insurance policy must be with a company authorized to do business in Massachusetts and must provide that Landlord be given at least 20 days prior, written notice of any alteration or termination of coverage.
- (f) Landlord has the right to inspect the work as the work progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant must not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant, and Tenant must promptly cause any such lien to be released of record or bonded off without cost to Landlord.
- (g) All Tenant Alterations must remain the exclusive property of Tenant until Tenant vacates the Premises. At any time, at Tenant's sole option, Tenant has the right to remove any Tenant Alteration and restore the Premises to the same conditions as before the Tenant Alteration, reasonable wear and tear, and damage by fire or other casualty, excepted. Any Tenant Alteration remaining on the Premises after Tenant vacates the Premises becomes the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

At the expiration or other termination of this Lease, Tenant must remove all of Tenant's effects from the Premises. Tenant must surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the Premises, as set forth in this Lease, reasonable wear and tear, and damage by fire or other casualty, excepted. Any personal property of Tenant remaining upon the Premises after Tenant has surrendered possession of the Premises becomes the property of Landlord. If Landlord removes and disposes of any remaining property, Tenant agrees to pay the reasonable costs of removal and disposal, less any salvage value that Landlord actually recovers, provided that such claim is submitted to Tenant, in writing, within 30 days after Tenant vacates the Premises.

7. CASUALTY; EMINENT DOMAIN

7.1 Fire or Other Casualty

- (a) If fire or other casualty damages the Premises or any other portion of the Building to which Tenant has appurtenant rights under § 2.1 (and that is necessary for reasonable access to or egress from the Premises, or for Tenant's use and enjoyment of the Premises, as this Lease contemplates), then, subject to the next paragraph, Landlord must proceed with diligence to establish and collect all valid claims that arise against insurers and any other potentially responsible party, based upon any such damage and, subject to the then applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to repair such damage or destruction and to restore the Premises and Building to their condition before such casualty, at Landlord's sole expense. Notwithstanding the forgoing, Landlord has no duty to repair any damage to any Tenant Alterations unless the damage was caused by the negligence, breach of this Lease, or willful misconduct of Landlord.
- (b) Notwithstanding the preceding paragraph, if either Landlord or Tenant determines, in Landlord's or Tenant's commercially reasonable business judgment, that Landlord cannot be expected to repair the damage to the Premises or to the Building within 150 days from the date of the fire or other casualty, due to the character of such damage, or if the remainder of the Term is less than one year, then either Landlord or Tenant has the right to terminate this Lease. Tenant also has the right to terminate this Lease if Landlord, having notified Tenant of Landlord's intention to repair the damage to the Premises or Building, as provided in this Lease, fails to complete such repairs within 150 days after a fire or other casualty. If neither Landlord nor Tenant exercises a right to terminate this Lease, as provided in this § 7.1, Landlord must provide Tenant with substitute Premises for the affected portion of the Premises for no additional Rent, sufficient and adequate for Tenant to conduct business in a commercially reasonable manner, and must bear any relocation expenses incurred by Tenant for relocation from the original Premises to the substitute Premises, and back to the original Premises, provided that Tenant must continue to pay the Rent.
- (c) The rights of Landlord and Tenant to terminate this Lease if there is a fire or other casualty are subject to the following notice provisions: If Landlord elects to terminate this Lease in accordance with the preceding paragraph, Landlord must notify Tenant of Landlord's election within 30 days after the occurrence of a fire or other casualty. If Tenant elects to terminate this Lease in accordance with the preceding paragraph, Tenant must notify Landlord of Tenant's election to terminate this Lease: (i) within 30 days after the occurrence of a fire or casualty; (ii) within 30 days after the expiration of the 150-day period given to Landlord to repair the Premises if this Lease is not terminated and Landlord fails to complete such repair within said 150-day period; or (iii) during said 150-day period if Tenant determines, in its reasonable judgment, that Landlord is not exercising reasonable due diligence to complete such repair within said 150-day period. Any such termination of this Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless so terminated, this Lease remains in full force and effect, subject, however, to other provisions of this § 7.1.
- (d) If any damage to the Premises or the Building, or if Landlord's repair of either or both (i) renders any part of the Premises unfit for Tenant's use and occupancy or otherwise prevents Tenant's use and occupancy of such part of the Premises, or (ii) causes a material cessation or reduction in Landlord's Services (as identified in Exhibit C) under this Lease, and (iii)

Tenant continues to use and occupy the unaffected portion of the Premises, a proportionate amount of Rent must be abated (unless Tenant has been relocated to substitute premises as set forth in (b) above) until the affected portion of the Premises, Landlord's Services, or both has or have been restored as required under this Lease unless Tenant has relocated to substitute premises as provided by § 7.1 (b).

7.2 Eminent Domain

- (a) If all or any substantial part of the Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the Taking), this Lease terminates at Landlord's election, which Landlord has the right to make notwithstanding the divestiture of Landlord's entire interest in the Building. Tenant has the right to terminate this Lease if the Taking would materially interfere with Tenant's use and occupancy of the Premises (even if Landlord reconstructs the Premises and Building to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines, in Tenant's reasonable business judgment, that Landlord cannot reasonably be expected to complete, within 150 days from the date of the Taking, any reconstruction of the Premises, of the Building, or of both that is necessary for Tenant's use and occupancy of the Premises in accordance with the provisions of this Lease, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within 150 days after the Taking.
- (b) The foregoing rights of Landlord and Tenant to terminate this Lease if there is a Taking is subject to the following notice provisions: Within 30 days after a Taking of all or a substantial part of the Premises or the Building, Landlord must notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate the Lease within 30 days after the Taking, or within 30 days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period. Any such termination of the Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless terminated pursuant to the foregoing provisions, this Lease remains in full force and effect, subject, however to other provisions of this § 7.2.
- (c) If Landlord does not terminate this Lease after a Taking, or if the Taking effects less than all or a substantial part of the Premises or the Building, Landlord must proceed with diligence to establish and collect all valid claims that arise against the Taking authority or others and, subject to the then-applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to restore the Premises and the Building, or their remains, as nearly as practicable to their condition before such Taking, at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.
- (d) If any Taking of the Premises or the Building or if Landlord's restoration of either or both (i) reduces the Usable Area of the Premises, (ii) renders any part of the Premises unfit for Tenant's use and occupancy, or otherwise materially interferes with Tenant's use and occupancy of the Premises, or (iii) causes a material cessation or reduction in Landlord's Services under this Lease (even if Tenant continues to use and occupy the Premises), Rent or a just portion of Rent must be abated until the Premises or their remains, such services, or all of them are restored, as this Lease requires. In the case of a Taking that reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord's Services on a permanent basis, a just portion of Rent must be abated for the remainder of the Term.

- (e) Landlord reserves all rights to any damages or compensation payable by reason of any Taking, and Tenant grants to Landlord all of Tenant's rights to such damages or compensation, and covenants to execute and deliver such further instruments as Landlord requests from time to time in order to obtain such damages or compensation, provided, however, that Tenant reserves for Tenant any award specifically reimbursing Tenant for moving or relocation expenses, and any other award, the payment of which does not diminish the amounts otherwise payable to Landlord.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

Under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Landlord must indemnify, save harmless, and defend Tenant from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Premises, Building, or appurtenant areas if caused by any negligence, breach of this Lease, or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that Tenant incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that Tenant employs. This indemnity survives the Expiration Date.

8.2 Insurance Coverage to be Maintained by Landlord

- (a) At all times after the Date of Occupancy and during the Term, Landlord, at Landlord's sole cost and expense, must keep in force one or more commercial general liability insurance policy(ies) insuring Landlord against all claims and demands for personal injury or damage to property that are claimed to have occurred upon or about the Premises, Building, or appurtenant areas. The policy(ies) must be written on an occurrence basis to provide protection in an aggregate amount not less than \$2,000,000 combined-single-limit for personal injury, death, and property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring Landlord's performance of the indemnity agreement set forth in § 8.1. This policy also must name Tenant as an additional insured, but only if (i) Tenant occupies at least 20% of the tenanted portion of the Building using Landlord's generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.
- (b) Landlord also must maintain casualty insurance for the Building (including all fixtures and equipment that Landlord installs, and all alterations and additions that Landlord makes) insuring Landlord against loss or damage that fire and other risks, which are customarily contemplated by "all-risks" endorsements of insurance policies, cause (with such additional endorsements as are necessary to include coverage for vandalism and malicious conduct, floods, boiler explosions, water damage from boilers, plumbing, etc., earthquakes, debris removal, and demolition), in an amount equal to 100% of the replacement cost of the Building and the Building's fixtures and equipment.
- (c) At all times during the Term, Landlord must maintain, and must cause Landlord's contractors and any subcontractors to maintain, Workers' Compensation insurance, as required by law,

covering each person who is employed by Landlord, and by Landlord's contractors and any subcontractors, to provide labor, services, or both in connection with the Premises, the Building, the property on which the Building is situated, or in connection with any combination of two or more of the Premises, the Building, and the property on which the Building is situated.

- (d) Landlord must take out each insurance policy with insurers qualified to do business in the Commonwealth, and each such insurance policy must have only such deductibles as are reasonable and customary.
- (e) On or before the Date of Occupancy, Landlord must provide Tenant with a certificate of insurance, in a form reasonably satisfactory to Tenant, for each required policy of insurance, and must provide Tenant with a certificate evidencing renewal of each such policy at least 20 days before the policy's expiration. If Tenant is named as an additional insured under Landlord's commercial general liability insurance policy, Landlord must provide Tenant with an endorsement issued by the underwriter showing Tenant as an additional insured under the policy and providing that the policy must not be canceled, terminated, reduced, or changed in any material respect without at least 20 days prior written notice to Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that this Lease does not require Tenant to procure or maintain insurance of any kind for payment of damages to Landlord or to any other party. Notwithstanding any other provision of this Lease, but subject to the provisions of § 13.1, the provisions of G. L. c. 258 and any successor statute govern Tenant's liability for injuries to persons or property.

8.4 Tenant's Personal Property; Assumption of Risk

All of the furnishings, equipment, effects, and personal property of every kind and nature of Tenant, and of all persons claiming by, through, and under Tenant, that, during the Term, are on the Premises or in the Building are at the sole risk and hazard of Tenant, except for damage or loss caused by Landlord's negligence, breach of this Lease, or willful misconduct. If fire, water, or other casualty destroys or damages the whole or any part of such personal property, no part of such loss or damage is to be charged to or to be borne by Landlord unless such loss or damage is due to the negligence, breach of this Lease, or willful misconduct of Landlord.

8.5 Waiver of Subrogation

To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any insurance), Landlord and Tenant each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Landlord with respect to the Premises, whether or not required by this Lease, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Tenant to the extent such rights have been waived by Landlord, insofar as and to the extent that such provisions may be effective without making it impossible for Landlord to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

9. DEFAULT

9.1 Event of Default by Tenant

Each of the following is an “Event of Default” by Tenant:

- (a) Tenant fails to pay, when due, any sum of money due to Landlord by Tenant under this Lease, whether such sum is an installment of Rent or any other payment or reimbursement, and such failure continues for a period of ten business days after written notice from Landlord.
- (b) Tenant fails to comply with any other obligation or covenant of Tenant under this Lease, and fails to cure such failure within 30 days after receiving written notice from Landlord specifying such failure, or for those failures that cannot be cured within such 30-day period, if Tenant fails to commence such cure within such 30-day period and thereafter fails to diligently pursue such cure to completion.
- (c) Any warranty, representation, or statement that Tenant makes in this Lease is incorrect or misleading in any material respect on the date made.

9.2 Remedies of Landlord

- (a) Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in § 9.3 and any other remedies available to Landlord at law or in equity, Landlord has the right to terminate this Lease upon not less than 60 days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event of Default by Tenant that poses an immediate threat to the health or safety of persons or property, Landlord has the right to reduce said 60-day notice period to ten days. Upon such termination, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, and Tenant must then quit and surrender the Premises to Landlord as provided in § 6.7, but Tenant remains liable for damages arising out of such Event of Default, as provided in this Lease.
- (b) Upon termination of this Lease by Landlord pursuant to this § 9.2, Tenant must pay to Landlord Rent payable by Tenant to Landlord up to the Expiration Date, and Tenant remains liable for any breach of Tenant’s obligations under this Lease occurring before the Expiration Date. In addition, Tenant is liable to pay Landlord, as damages, the aggregate of Rent remaining in the Term.
- (c) Tenant must pay Rent in the same manner, to the same extent, and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Landlord must credit Tenant with the net rents that Landlord actually receives from a reletting of the Premises. Net rents must be determined by deducting from the gross rents, as and when Landlord receives the gross rents from such reletting, the reasonable expenses that Landlord incurs or pays in terminating this Lease and the reasonable expenses that Landlord incurs or pays in connection with the reletting of the Premises that are allocable to the Term. In no event is Tenant entitled to receive any excess of such net rents over the sums that Tenant must pay to Landlord under this Lease. If Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord must take all reasonable steps to mitigate Landlord’s damages, including making reasonable efforts to relet the Premises for a period that is equal to, shorter, or longer than the Term.

9.3 Cure by Landlord

If Tenant fails to perform any of Tenant's obligations, agreements, or covenants under this Lease, and if Tenant does not cure such failure within 30 days after written notice from Landlord specifying the failure or, for those failures that are incapable of being cured within such 30-day period, if Tenant fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion, Landlord, at Landlord's sole option, without waiving or limiting any claim for damages, and at any time thereafter, has the right to perform such obligation of Tenant, provided that Landlord, after notice to Tenant (including telephonic notice), has the right to cure any such failure before the expiration of the waiting period described above if the curing of such breach before the expiration of the waiting period is reasonably necessary to prevent injury or damage to persons or property, including Landlord's interest in the Premises or Building. If Landlord makes any expenditure or incurs any obligation for the payment of money in order to cure Tenant's failure to perform, such sums paid or obligations incurred, to the extent they are reasonable, are due from Tenant to Landlord as additional rent. Landlord must deliver to Tenant an itemized statement of all costs that Landlord incurs to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Tenant must pay any additional rent due by reason of such costs with the second installment of Rent due after Landlord delivers such statement to Tenant.

9.4 Event of Default by Landlord

Each of the following is an "Event of Default" by Landlord:

- (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within 30 days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion.
- (b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

9.5 Remedies of Tenant

Upon the occurrence of an Event of Default by Landlord, Tenant has the remedies described in § 9.6, if applicable, given the nature of the Event of Default, and any other remedy available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause or causes of such Event of Default within 30 days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Landlord remains liable for any breach of Landlord's obligations under this Lease occurring before such Expiration Date, and Tenant is required to comply with the provisions of § 6.7.

9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within 30 days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant's sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Landlord, provided that Tenant has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure Landlord's failure to perform as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, are deemed paid or incurred on behalf of Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom. Tenant must deliver to Landlord an itemized statement of all costs that Tenant incurs to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Landlord must promptly pay any outstanding bills for labor, materials, or both, and, within 30 days of Tenant's demand, must reimburse Tenant for any amount that Tenant pays on behalf of Landlord. If Landlord fails to reimburse Tenant within such period, Tenant has the right to deduct the amount from the next or any succeeding payments of Rent due under this Lease.

9.7 Remedies Cumulative

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other, and Landlord and Tenant each has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

10. MORTGAGE PROVISIONS

10.1 Recognition

As a condition precedent to Tenant's execution of this Lease, Landlord must cause each bank, insurance company, governmental agency, or other financial institution, which is a holder of the lien of any existing mortgage upon the Premises, to join Landlord and Tenant in the execution and delivery of the then-current *Commonwealth of Massachusetts Recognition, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof. If Landlord does not satisfy such condition precedent in the prescribed manner, then Landlord thereby represents to Tenant that there is no such existing mortgage, with the express understanding that Tenant relies on such representation as a material representation inducing Tenant to execute this Lease.

10.2 Subordination

In the event that Landlord obtains any future mortgage(s) upon the Premises that is (are) held by a bank, insurance company, governmental agency, or other financial institution (or more than one), Landlord must request that Tenant subordinate this Lease and its lien to the lien of such future mortgage(s), and Tenant must subordinate this Lease and its lien to the lien of such future mortgage(s), provided that Landlord and the holder(s) of such mortgage(s) executes and delivers to Tenant the then-current *Commonwealth of Massachusetts Subordination, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof.

10.3 Estoppel Certificate

Within 20 business days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant must execute and deliver to Landlord a certificate in the form of the then-current *Commonwealth of Massachusetts Tenant Estoppel Certificate* that indicates any then-existing exceptions.

11. HOLDING OVER

If Tenant or anyone claiming under Tenant remains in possession of the Premises or of any part of the Premises after the expiration of the Term without any agreement in writing between Landlord and Tenant with respect to such possession, then before Landlord's acceptance of Rent, the person remaining in possession is deemed a tenant-at-sufferance. After Landlord's acceptance of Rent, such person is deemed a tenant-from-month-to-month, subject to the provisions of this Lease insofar as the same are applicable to a tenant-from-month-to-month. However, Tenant agrees that Landlord has the right to accept any Rent that Tenant tenders after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord has for a higher fair-market rent for the Premises, provided that Landlord must give Tenant written notice of such claim *before* acceptance of Rent. Nothing in this § 11 is to be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

12. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

12.1 Tenant's Obligations Subject to Appropriations and Authorizations

The fiscal year of the Commonwealth is the 12-month period ending June 30 of each year. Appropriations and authorizations for expenditures by agencies of the Commonwealth are made on a fiscal-year basis. In accordance with G. L. c. 29, § 27, the obligations of Tenant under this Lease, and under any modification, extension, or renewal of this Lease for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the User Agency.

12.2 Termination of Lease for Lack of Appropriations and Authorizations

If, for any fiscal year during the Term, sufficient funds for the discharge of Tenant's obligations under this Lease are not appropriated and authorized, or if, during any fiscal year during the Term, funds for the discharge of Tenant's obligations under this Lease are reduced pursuant to G. L. c. 29, § 9C, then Tenant has the right to terminate this Lease by written notice to Landlord without

any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant must pay all Rent and any other charges due to Landlord for the period before Tenant's surrender of the Premises, and that Tenant must comply with the provisions of § 6.7 of this Lease.

13. PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee, or consultant of the Commonwealth of Massachusetts is ever personally liable to Landlord, or to any successor-in-interest to Landlord, or to any person claiming through or under Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any of Tenant's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Tenant under this Lease, or on any claim, cause, or obligation whatsoever under this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Landlord is ever personally liable to Tenant, or to any successor-in-interest to Tenant, or to any person claiming through or under Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of Landlord's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Landlord under this Lease, or on any claim, cause, or obligation whatsoever under this Lease. Tenant must look solely to Landlord's interest in the Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Premises, the Building, and said land for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph limits any right that Tenant otherwise has to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant is entitled under this Lease. In addition, nothing in this § 13.2 limits the recourse of Tenant on account of willful fraudulent conduct.

14. NOTICE

14.1 Notice

- (a) Unless otherwise expressly permitted under this Lease, all notices or other communication required or permitted to be given under this Lease must be in writing, signed by a duly authorized representative of the party giving notice and given by hand delivery (including, without limitation, courier and overnight-delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this Lease, notices must be addressed and sent to Landlord at the address appearing for Landlord in § 1.1 and to Tenant addressed to the Tenant's Representative named in § 1.1 at the address appearing for Tenant set forth in § 1.1, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in § 1.1 if different from the address of Tenant.

- (c) Under this § 14, Landlord and Tenant, at any time and from time-to-time, has the right to designate a different address or different addresses to which notices must be sent.
- (d) All notices given in accordance with §§ 14.1 (a), 14.1 (b), and 14.1 (c) are deemed given, for all purposes, (i) when received if delivered by hand, (ii) five days after being deposited in the United States Mail, postage prepaid, return receipt requested, or (iii) on the first day (other than a Saturday, Sunday or legal holiday) after being delivered to the courier service before the cut off time of such service for overnight delivery.

14.2 Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Landlord or Tenant is deemed under this Lease to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

**NOTICE: THIS REQUEST FOR
APPROVAL REQUIRES
IMMEDIATE REPLY. FAILURE
TO RESPOND WITHIN _____
DAYS RESULTS IN
AUTOMATIC APPROVAL.**

15. FORCE MAJEURE

Whenever this Lease requires performance on or by a fixed date, or within a fixed time or a reasonable time, if war, fire, flood, or other casualty, or strike, governmental regulation (including any delay in the payment of Rent caused by or resulting from an act or an omission of any branch, agency, or department of the government of the Commonwealth of Massachusetts, other than the User Agency or DCAMM), weather, or any other event that is beyond the reasonable control of the party whose performance is required (each a Force Majeure Event) delays performance, the time for performance must be extended for a period that is equal to the duration of the delay.

16. MISCELLANY

16.1 Entire Agreement

This Lease contains all of the agreements between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior writings and dealings between Landlord and Tenant with respect to this Lease.

16.2 Changes in Lease

The provisions of this Lease must not be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this Lease and approved as required by law. No such instrument is void for lack of a recital of consideration.

16.3 Binding Agreement

This Lease binds and inures to the benefit of the parties to this Lease and to their respective representatives, successors, and assigns. All provisions of this Lease must be construed as covenants running with the land.

16.4 Governing Law

This Lease must be construed and governed by the laws of the Commonwealth of Massachusetts. Landlord and Tenant agree to bring any Federal or State legal proceedings arising under this Lease, in which the Commonwealth of Massachusetts, the User Agency, or DCAMM is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.5 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease does not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of a violation. No provision of this Lease is deemed to have been waived by any party unless such waiver is in writing and signed by an authorized representative of the party to be bound by such waiver.

16.6 No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman, or other person has represented Landlord or Tenant in connection with the procurement or consummation of this Lease.

16.7 Rights and Remedies not Exclusive

Unless otherwise expressly stated in this Lease, no mention in this Lease of any specific right or remedy precludes Landlord or Tenant from exercising any other right, having any other remedy, or maintaining any action to which Landlord or Tenant otherwise is entitled, either at law or in equity.

16.8 Accord and Satisfaction

Acceptance by Landlord of a lesser sum than Rent then due must not be deemed to be other than on account of the earliest installment of such Rent due, and any endorsement or statement on any check of Landlord or Tenant, or any letter accompanying any check or payment from either Landlord or Tenant to the other, must not be deemed an accord and satisfaction, and Landlord and Tenant each has the right to accept such check or payment without prejudice to such party's right

to recover any balance due with respect to such payment or pursue any other remedy provided in this Lease.

16.9 Debarred or Suspended Contractors

Landlord must not accept bids or proposals from, or enter into any contract with, any person or firm for the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts, with the government of the United States of America, or with both under any applicable statute or regulation, or is subject to a stop-work order issued by any governmental authority with jurisdiction under any applicable statute or regulation. Landlord must require each person and firm with whom Landlord contracts for the construction, repair, or maintenance of the Premises to agree with Landlord not to accept bids or proposals from, or enter into or continue any contract with, any such debarred or suspended person or firm, or from or with any person or firm subject to any such stop-work order, for all or any part of the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises, and Landlord must strictly enforce each such agreement.

16.10 Time of Essence

Time is of the essence to this Lease and to each of its provisions.

16.11 Affirmative Action; Non-discrimination in Hiring and Employment

Landlord must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Landlord commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

16.12 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then Landlord and Tenant are relieved of all obligations under that provision (or the application of that provision under circumstances in which that provision is illegal or unenforceable), provided, however, that the remainder of this Lease must be enforced to the fullest extent permitted by law.

16.13 Notice of Lease

Upon the request of Tenant, Landlord must execute and deliver to Tenant a recordable notice of this Lease.

16.14 No Agreement until Signed

No legal obligation arises with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord and by the Commonwealth of Massachusetts acting by and

through its Division of Capital Asset Management and Maintenance (the Commissioner of the Division of Capital Asset Management and Maintenance is joined by an authorized representative of the User Agency as an adjunctive signatory), and delivery is made by and to each.

16.15 State Employees Barred from Interest

No official, employee, or consultant of the Commonwealth of Massachusetts must ever have any personal interest, direct or indirect, in this Lease or in Landlord, or participate in any decision relating to this Lease that affects the personal interest of such official, employee, or consultant, or that affects the interest of any corporation, partnership, or association in which such official, employee, or consultant is, directly or indirectly, interested.

16.16 Paragraph Headings

The paragraph headings in this Lease are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of this Lease.

16.17 Counterparts

This Lease is executed in multiple counterparts, each such counterpart is an original for all intents and purposes, and all such counterparts together constitute one and the same Lease.

16.18 Rider, Exhibits, and Other Accompanying Documents

Other than the “Landlord’s Beneficial-Interest-Disclosure Statement” and the “Certificate of Tax-and-Employment-Security Compliance,” each rider, exhibit, and other accompanying document is an integral part of this Lease for all lawful intents and purposes.

The “Landlord’s Beneficial-Interest-Disclosure Statement” and the “Certificate of Tax-and-Employment-Security Compliance” are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant, but these required documents are not part of the documents for which they are required and therefore are not attached to them.

In the event that Landlord assigns or sells its interest in this Lease, the assignee or purchaser will be required to execute and deliver certain documents including, without limitation, “Landlord’s Beneficial-Interest-Disclosure Statement” and the “Certificate of Tax-and-Employment-Security Compliance” in order to receive Rent payments under this Lease.

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Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD: MAPLE STREET WILFORD INDUSTRIAL, LLC

By: 

Printed Name: William Maskey

Title: Manager

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND
THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL
ASSET MANAGEMENT AND MAINTENANCE**

By: 

Carol W. Gladstone, Commissioner

USER AGENCY: MASSACHUSETTS STATE 911 DEPARTMENT

By: _____

Printed Name: Frank Pozniak

Title: Executive Director

Approved as to Matters of Form:

Approved by outside counsel (RK)

December 21, 2022

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD: MAPLE STREET MILFORD INDUSTRIAL, LLC

By: _____

Printed Name: _____

Title: _____

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND
THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL
ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Carol W. Gladstone, Commissioner

USER AGENCY: MASSACHUSETTS STATE 911 DEPARTMENT

By: Frank Pozniak 12/2/22

Printed Name: Frank Pozniak

Title: Executive Director

Approved as to Matters of Form:

Office of the General Counsel
Division of Capital Asset Management and Maintenance

RIDER TO LEASE

DATE OF LEASE:

December 21, 2022

LANDLORD:

MAPLE STREET MILFORD INDUSTRIAL, LLC

TENANT:

The Commonwealth of Massachusetts acting by, and through, the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance, on behalf of the User Agency, Massachusetts State 911 Department (State 911)

BUILDING (ADDRESS):

31 Maple Street, Milford, Massachusetts 01757

PREMISES:

Entire Premises within the Building of 31 Maple Street as shown in Exhibit A-1, together with all the Landlord's Improvements (as defined in § 4.1) made within the premises pursuant to the provisions of this Lease.

Modify this Lease as follows:

1. Add the following at the end of § 1.1 immediately after the "Year Ten" segment of the chart entitled "BASE RENT FOR TERM."

ADDITIONAL RENT: In addition to Base Rent described in § 1.1, Tenant must pay to Landlord, as Additional Rent during the Term, the actual cost to Landlord of (i) Operating Expenses (as defined below) of the Building and the property and (ii) Real Estate Taxes (as defined below) imposed upon the Building and the property. The Base Rent and Additional Rent are sometimes collectively referred to in this Lease as the "Rent."

Additional Rent must be calculated on the basis of Tenant's fiscal year (July 1 through June 30) and must be prorated for any partial fiscal year that occurs within the Term. During the Term, Tenant must pay to Landlord each month an amount equal to one-twelfth of the total amount of Additional Rent due for the then-current fiscal year, as reasonably estimated by Landlord and reasonably approved, in writing, by Tenant, as hereafter provided.

Beginning on the Date of Occupancy, each installment of Additional Rent must be paid by Tenant and is due with Tenant's monthly payment of Base Rent. Each monthly installment of Additional Rent must be credited by Landlord to Tenant's obligations to pay Additional Rent for the then-current fiscal year.

From the Date of Occupancy through twelve months from the Date of Occupancy, the annualized Additional Rent is estimated at \$1,006,266.24 based on the statement prepared by Landlord and agreed to by Tenant before the execution of this Lease (Exhibit E: Year One Statement of Additional Rent). Landlord represents that such statement is Landlord's good faith estimate of Landlord's annualized cost for each of the items of Additional Rent for this period. The actual Additional Rent for such period is a prorated amount of the annualized Additional Rent based on the actual duration of such period.

On or before March 1st of each fiscal year during the Term, Landlord must render to Tenant a year-end statement prepared by Landlord in accordance with generally accepted accounting principles consistently applied that shows, (i) for the fiscal year just ended, the actual amount of Additional Rent due, (ii) the actual amount of Additional Rent paid, and (iii) the amount, if any, due by Landlord to Tenant or by Tenant to Landlord.

If the total amount of Additional Rent paid by Tenant in any fiscal year exceeds the actual amount of Landlord's cost of Operating Expenses and Real Estate Taxes for such fiscal year, then Landlord will credit the overage to the following year(s) Operating Expenses and Real Estate Tax budget; provided, however, in the event the total amount of Additional Rent paid by Tenant in the last fiscal year of the Term exceeds the actual amount of Landlord's cost of Operating Expenses and Real Estate Taxes for such fiscal year, then Landlord will return such excess that was paid by Tenant as Additional Rent by check to the Commonwealth of Massachusetts within 30 days after expiration of the Term. If the total amount of Additional Rent paid by Tenant in any fiscal year is less than the actual amount of Landlord's cost of Operating Expenses and Real Estate Taxes for such fiscal year, Tenant must pay any deficiency in Additional Rent for the prior fiscal year within 45 days of receipt of Landlord's statement, subject to disagreement by Tenant, as provided in the next three sentences. If Tenant disagrees with Landlord's determination of the actual amount of Landlord's cost of Operating Expenses and Real Estate Taxes, Tenant must notify Landlord in writing of Tenant's disagreement within 30 days if Landlord and Tenant cannot resolve such disagreement within 30 days of such notice of disagreement, the matter will be submitted by Landlord and Tenant to non-binding mediation by a mediator reasonably and mutually acceptable to Landlord and Tenant. Any excess or deficiency will be credited or paid, as the case may be, within the number of days originally provided by this paragraph. To the extent Tenant does not timely make payment to Landlord of any deficiency amount, Landlord is entitled to late-payment interest on the overdue amount in accordance with and subject to G.L. c. 29, § 29C, and any regulations or administrative bulletins promulgated under said statute.

At any time during the 120-day period that immediately follows Tenant's receipt of any such year-end statement, Tenant and Tenant's representatives may, at Tenant's sole cost and expense, examine Landlord's books and records relating to Additional Rent. If any such examination shows a discrepancy in the aggregate amount that was stated in Landlord's year-end statement versus the aggregate amount actually due as Additional Rent, then if such discrepancy constitutes an overpayment, Landlord must pay the difference to Tenant promptly if Tenant previously paid such difference to Landlord; and if such discrepancy constitutes an underpayment, Tenant must pay the difference to Landlord promptly, payment to be made in accordance with the paragraph above. If any such examination shows that 90% or less of the aggregate amount that was stated in Landlord's year-end statement actually was due as Additional Rent, then, in addition to repaying the difference to Tenant promptly, Landlord must reimburse Tenant's reasonable direct out-of-pocket costs of such examination.

On or before April 1 of each fiscal year during the Term, Landlord must render to Tenant a good faith estimate of the annualized cost for each of the items comprising Additional Rent that begins on the next July 1.

Any increase in Landlord's estimate of the Additional Rent that is due for the next fiscal year is subject to Tenant's written approval, which must not be unreasonably withheld, delayed, or conditioned, within 45 days after submission of Landlord's good faith estimate, the components of which must be reasonably based upon market rates for labor, materials, utilities, and other components of Operating Expenses, and upon Landlord's obligations under this Lease. Landlord must give notice to Tenant in accordance with the provisions of section 4.3(d). If Tenant fails to

notify Landlord in writing of Tenant's approval or disapproval within such 45-day period, Tenant's approval is deemed to have been given. To the extent Tenant disapproves Landlord's increased estimate, Landlord and Tenant will use commercially reasonable efforts to resolve such matter and, to the extent not resolved prior to the commencement of the next fiscal year, the prior year's Additional Rent amounts shall continue to apply. Tenant at Tenant's sole discretion may ask Landlord to rebid any of the vendor services provided as part of the Operating Expenses.

If it becomes apparent to Landlord during any fiscal year that the estimated Additional Rent will be materially inaccurate based on unforeseen variances between estimated and actual costs, Landlord may send Tenant written notice thereof with a reasonably detailed explanation requesting an appropriate adjustment in the Additional Rent payments for the remainder of the applicable fiscal year. Landlord must give notice to Tenant in accordance with the provisions of section 4.3 (d). Such increase shall be subject to Tenant's written approval, which must not be unreasonably withheld, delayed, or conditioned, within 30 days after submission of Landlord's good faith estimate, provided that the components of the estimate of Additional Rent are reasonably based upon market rates for labor, materials, utilities, and other components of Operating Expenses, and upon Landlord's obligations under this Lease. If Tenant fails to notify Landlord of Tenant's approval or disapproval within such 45-day period, Tenant's approval is deemed to have been given.

Landlord must promptly deliver to Tenant a copy of any notice that comes to the attention of Landlord that either materially increases or decreases the assessed valuation of the Building and property. Tenant may request that Landlord contest any tax assessment if the amount to be abated is material, and Tenant determines that there are reasonable grounds for obtaining an abatement, and Tenant agrees that Tenant must pay Landlord's reasonable costs, including without limitation reasonable attorneys' fees, to contest such assessment. If Landlord refuses to contest such assessment, Tenant has the right to contest any tax assessment by legal proceedings brought on behalf of Tenant and Landlord, or on behalf of Tenant alone, and Landlord must provide Tenant with such documents or information in Landlord's possession as Tenant may reasonably require in support of such contest. If Tenant is precluded from taking legal action, Landlord must contest the assessment upon reasonable notice from Tenant, provided that Tenant agrees in writing to reimburse Landlord for Landlord's reasonable costs associated with such contest in the same manner as provided in the second sentence of this paragraph. If Tenant obtains any abatement of tax with respect to which Tenant has paid Additional Rent, Landlord must deduct from the next installment(s) of Additional Rent falling due an amount equal to the abatement, and the abatement must be paid to Landlord. If Landlord obtains any abatement of a tax with respect to which Tenant has paid Additional Rent, Landlord, at its election, may either (a) promptly pay to Tenant the net proceeds (i.e., the amount abated less Landlord's reasonable legal, accounting, appraisal, and other expenses of obtaining the abatement that were not previously reimbursed by Tenant) that are received by Landlord as the result of such abatement, or (b) as credit towards Tenant's obligations to pay Additional Rent for the then-current fiscal year. If Landlord complies with Tenant's request to contest any tax assessment(s) in accordance with this paragraph, payment by Tenant of Landlord's expenses are due and payable to Landlord as Additional Rent no later than 30 days after Tenant's receipt of Landlord's invoice thereof, provided that such invoice must be accompanied by reasonably adequate and sufficient supporting documentation.

Landlord agrees to pay all Real Estate Taxes and Operating Expenses promptly when due. Tenant must not be responsible for, nor will Tenant pay as Additional Rent, any penalties, interest, or other charges levied against Landlord for Landlord's delay in payment of the same unless such delay of Landlord directly resulted from Tenant's delay in paying Additional Rent to Landlord.

“Operating Expenses” means all reasonable direct costs and expenses that are necessary to operate, repair, and maintain the Building and the property on which the Building is situated (the Property), including, but not limited to, the following:

- (a) All labor costs, including the wages, salaries, and fringe benefits of all persons who are directly engaged in the operation, maintenance, and repair of the Building and the Property, up to and including the manager.
- (b) Costs of supplies, materials, tools, and equipment used in the operation, maintenance, and repair of the Building and the Property.
- (c) Costs and expenses incurred by Landlord in connection with the provision of services to the Building grounds, including, without limitation, the cost of landscaping for the Property, sweeping of the parking areas, snow plowing for the Property, and sanding for the Property.
- (d) Costs and expenses incurred by Landlord to provide all cleaning, janitorial, recycling, and refuse/garbage-removal services for the Building.
- (e) The cost of general maintenance and routine repairs to the Building and the Property.
- (f) Legal, accounting, and other professional fees and disbursements that are reasonably incurred by Landlord in connection with the operation of the Building.
- (g) Fees that are due to any manager of the Building in the amount of \$103,498.00.
- (h) Costs of casualty and public liability insurance required under Section 8.2 (a) and 8.2 (b) of the Lease, for the Building and for Landlord’s personal property thereon, and the costs of such additional insurance, provided that such insurance is consistent with the prevailing requirements of mortgagees as required for comparable properties similarly located.

Operating Expenses do not include costs associated with the ownership of the Building or the property, including, by way of example only, and not by way of limitation, leasing commissions, costs of tenant improvements provided for Tenant, or other costs of soliciting or obtaining leases; wages, salaries, fees, and fringe benefits paid to Landlord’s administrative or executive personnel, officers, or partners, except as permitted in the above items (a) and (h) under “Operating Expenses”; costs reimbursed by insurance proceeds (provided that any reasonable deductible and the effect of any co-insurance provision must be included in Operating Expenses in the event of an insured loss), or by any tenant as a separately reimbursable item, or by a third party; legal, accounting, or other professional fees that are incurred in connection with any item specifically excluded from the definition of Operating Expenses or the ownership of the Building or the property; costs in connection with the initial construction of the Building or the property, or any addition to the Building; costs of correcting defects in the construction of the Building, or in the equipment of the Building; the costs of any repair made by Landlord because of a total or partial destruction of the Building, or because of the condemnation of a portion of the Building; the costs of any Capital Improvements, except as specifically set forth above; charges for depreciation of the Building, or equipment, or any interest or other financing charge; rent payments by Landlord under any ground or underlying lease; costs arising out of the enforcement of the provisions of any agreement affecting the Building, or the land upon which it is situated; interest or amortization payments on any mortgage; any expense representing an amount paid to a related corporation, entity, or person that is in excess of the amount that would be paid in the absence of such relationship; costs incurred

because of any default by Landlord under this Lease or under any other lease of space in the Building; costs to pursue Landlord's remedies for a default by a tenant under a lease of space in the Building; or costs of any special services, work, or facilities that are provided to another tenant but are not provided to Tenant.

"Real Estate Taxes" means all taxes, payments in lieu of taxes, special or general assessments, or similar charges that are imposed by any governmental authority having the power to tax and that may, during the Term, be assessed against or levied upon the Building or the property. Real Estate Taxes do not include (i) water and sewer charges that are separately metered and paid by Tenant directly to the utility provider, (ii) so-called "linkage" payments, or (iii) inheritance, estate, gift, excise, franchise, income, gross receipts, or profit taxes, unless such taxes replace, in whole or in part, taxes that are now imposed on the Building or the property or on this Lease, or (iv) any penalty or interest that results from any late payment, unless such late payment is caused by a default of Tenant under this Lease.

2. In § 1.2, under "RIDER, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS", add after "Exhibit D: Project Schedule"

"Exhibit E: Year One Statement of Additional Rent"

3. Regarding § 3.3, insert the following paragraph at the end:

(c) All references to the Tenant in the preceding paragraphs (a) and (b) of this §3.3 shall also incorporate the User Agency and the contractors and agents of the Tenant and the User Agency, as applicable.

4. Regarding § 4.1, remove section and replace with the following:

4.1 Landlord's Improvements

- (a) Landlord, at Landlord's sole cost and expense except as otherwise specifically provided in this Lease, furnishes all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas that the Schematic Space Plan to be attached as Exhibit B-1, the Working Drawings (defined in § 4.2 below) to be attached at Exhibit B-2, the Specifications for the Premises to be attached as Exhibit C, and all other provisions of this Lease require. All alterations and improvements that Landlord makes in or about the Premises are the "Landlord's Improvements."
- (b) Landlord shall perform and complete its work on the Landlord's Improvements to the Premises in accordance with Exhibit B, Schematic Space Plan of the Premises, Working Drawings, and the Specifications as provided in Exhibit C to be developed by an architect selected by the Landlord. The Schematic Space Plan of the Premises, Working Drawings, and the Specifications shall be provided by Landlord to Tenant as soon as practicable, but in no event later than twelve weeks from the date of mutual execution of the Lease. The Schematic Space Plan of the Premises and the Specifications are subject to the prior written approval of Tenant. Landlord must submit the Schematic Space Plan of the Premises and the Specifications with a transmittal letter (i) identifying the Premises and the User Agency, (ii) listing each document included that Landlord submits, and (iii) requesting Tenant's approval. Within five (5) business days after receipt of the Schematic Space Plan of the Premises or the Specifications, Tenant must either approve in writing or notify Landlord in writing of disapproval (which approval or disapproval, as applicable, shall not be unreasonably withheld, conditioned or delayed)

specifying in what respects the Schematic Space Plan of the Premises or the Specifications, as applicable, are not in conformity with the requirements of this Lease or the requirements of the User Agency. If Tenant fails to notify Landlord of disapproval within said five (5) business day period Landlord may issue a Notice of Tenant Delay.

5. Regarding § 4.2 in paragraph (a) replace the first sentence with the following two sentences: Landlord must cause to be prepared working drawings (the “Working Drawings”) for the Premises in their entirety, including, without limitation, all of the existing conditions and all of the Landlord’s Improvements. Both the Landlord and Tenant acknowledge that the Working Drawings and the Landlord’s Improvements are intended to be funded with the Allowance as provided in paragraph (j) below.
6. Regarding § 4.2, strike paragraphs (c) through (f), inclusive, and replace with the following five paragraphs:
 - (c) The Working Drawings are subject to the prior written approval of Tenant. Landlord must submit the Working Drawings with a transmittal letter (i) identifying the Premises and the User Agency, (ii) listing each document included that Landlord submits, and (iii) requesting Tenant’s approval of the Working Drawings. Within five (5) business days after receipt of the Working Drawings, Tenant must either approve the Working Drawings in writing or notify Landlord in writing of disapproval (which approval or disapproval, as applicable, shall not be unreasonably withheld, conditioned or delayed), specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease or the requirements of the User Agency. If Tenant fails to notify Landlord of disapproval within said five (5) business day period, Landlord may issue a Notice of Tenant Delay
 - (d) If Tenant disapproves the Working Drawings, Landlord and Tenant shall work together with Landlord’s architect in good faith to address the issues raised by Tenant and following Landlord’s resubmission of the Working Drawings to Tenant, Tenant shall have three (3) business days to approve or notify Landlord in writing of its continuing disapproval and if Tenant fails to give Landlord timely notice of its approval or disapproval as aforesaid, Landlord shall provide a reminder notice to Tenant requesting its approval and Tenant shall thereafter have two (2) additional business days to respond, otherwise Tenant’s approval shall be deemed granted.
 - (e) At all times, the Working Drawings must conform to good design practice, the requirements of Exhibits B and C, and all other provisions of this Lease. Without limiting the foregoing, Landlord must not make any change in the Working Drawings after Tenant approves the Working Drawings that in any manner reduces the utility, lowers the quality, or affects the appearance of all or any part of the Landlord’s Improvements, increases Tenant’s cost to use and occupy the Premises, or interferes with Tenant’s ability to use and occupy the Premises. Notwithstanding the foregoing, Landlord reserves the right to make the changes to the Working Drawings as required by Landlord’s architect to accommodate Building systems (i.e. plumbing, mechanical, and electric, chases and/or structural components) and to expedite completion of the Landlord’s Improvements (such as to accommodate the unavailability of materials by substituting available materials of comparable quality) and otherwise as necessary to obtain to fixed pricing for the construction of the Landlord’s Improvements, comply with applicable building, health, fire, safety and MAAB codes, orders, rules and regulations, and to obtain any permits, provided such changes do not adversely affect, in any material manner, the utility or quality of Landlord’s Improvements or the cost to complete Landlord’s Improvements. Landlord must submit any proposed change in the Working Drawings to Tenant at least five (5) business

days before implementing such change. Any material change in the Working Drawings requires Tenant's written approval, which approval is given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice, and all other provisions of this Lease. Within five (5) business days after receipt of the notice of material change, Tenant must either approve the change in writing or notify Landlord in writing of disapproval (which approval or disapproval, as applicable, shall not be unreasonably withheld, conditioned or delayed), specifying in what respects the material change is not in conformity with Exhibits B and C, good design practice, and all other provisions of this Lease, or the requirements of the User Agency. In addition to the foregoing, Landlord must submit any proposed change to the Working Drawings or to Landlord's Improvements that would result in any cost or increase in Rent to the Tenant or the User Agency with a specific itemized amount of such cost or increase in Rent, including sufficient detail for the Tenant to reasonably determine the total financial impact of such change, in a notice of material change related to the change. If the Landlord's fails to include specific information of a cost or increase in Rent in the notice of material change relating to any proposed change, neither the Tenant nor the User Agency will be deemed to have approved the cost or the increase in Rent under this section, and neither the Tenant nor the User Agency will be liable for any cost that Landlord or any other party incurs in connection with such change.

- (f) Promptly following the completion of the Working Drawings, Landlord shall obtain fixed pricing to complete the Landlord's Improvements from its general contractor and shall deliver to Tenant a budget for the Cost of Landlord's Improvements, as defined below, ("Cost Proposals") for Tenant's review and approval.
- (g) Within five (5) business days following the date Tenant receives the Cost Proposals, Tenant must provide Landlord with Tenant's written confirmation, which must not be unreasonably withheld, conditioned or delayed, that Tenant is in agreement with the Cost of Landlord's Improvements, or Tenant must request in writing modifications to the Working Drawings ("Value Engineering Options") to eliminate or reduce the projected costs. If Tenant requests Value Engineering Options, within seven (7) business days, Landlord will work cooperatively with Tenant and Landlord's General Contractor to identify Value Engineering Options intended to reduce the cost. Upon receipt of revised estimate from the Landlord's Contractor which incorporates Value Engineering Options, Tenant shall have five (5) business days to accept the Cost Estimate. If Tenant cannot accept the revised cost, an additional round of discussions shall take place with the same time limitations. In the event there is a second round of discussions and estimating, the delivery timeframe for the Premises will be delayed on a day for day basis. Tenant must accept the Cost Estimate after the second round and if the cost exceeds the amount provided in this Lease, prepare an Amendment to this Lease to accommodate the cost.

7. Regarding § 4.2 insert the following after § (g):

- (h) Landlord intends to use and contract with Connolly Brothers (Connolly) as the lead contractor (Contractor) for the Landlord's Improvements, to which Tenant hereby consents; and, Landlord, acting by and through Connolly, shall obtain competitive subcontractor pricing for construction of Landlord's Improvements; provided, however, Tenant agrees that Landlord and Landlord's general contractor may choose to engage certain subcontractors without engaging in competitive bidding process if in Landlord's and Tenant's commercially reasonable judgement such subcontractor selection(s) will expedite the completion of Landlord's Improvements. Landlord shall provide Tenant with a copy of the Guaranteed Maximum Pricing (GMP) and executed contract with the Contractor and any major

subcontracts and materials contracts between Landlord and vendors for construction of the Landlord's Improvements within ten (10) business days of execution of any such contract. The Fee, General Conditions and Supervisor costs requested of Connolly shall be market based and mutually agreed to by Landlord and Tenant. as part of the Open Book construction process and Landlord agrees to complete transparency on costs, prices, budgets, and materials without mark-up for oversight or coordination for the Landlord.

- (i) Landlord must proceed with and complete the Landlord's Improvements in a timely and diligent manner. Landlord or Contractor shall provide regular updates (at least bi-weekly or otherwise as Landlord determines is reasonably necessary to enable Landlord to achieve substantial completion of Landlord's Improvements by the Completion Date) to Tenant regarding the progress of the construction of Landlord's Improvements (an "Update Report"), which shall include, but not be limited to, comparisons of the anticipated costs of the work included in the GMP and the actual costs as of the date of such Update Report. Landlord shall not approve any changes in scope of work requested by Landlord's Architect or Contractor that would involve a material deviation from the approved Working Drawings and Specifications or an increase in the total cost or both without Tenant's prior written approval as provided in paragraph (k) below. Landlord shall provide Tenant with ten (10) business days' notice of proposed substitutions for review and approval.

If there is any material delay in the progress of the Landlord's Improvements, Landlord must notify Tenant in writing of such delay promptly, unless Landlord, in its reasonable discretion, anticipates that such delay will not cause a delay in the Date of Occupancy. Said notice must advise Tenant of all changes and adjustments, the cause of each change and adjustment, and the corrective efforts made or to be made by Landlord.

- (j) Landlord has provided Tenant an estimate for renovation of the Premises, including \$1.2 million for IT and AV equipment to be purchased and installed at User Agency direction, engineering and architectural costs and renovation to the base building as required by the User Agency to meet the needs of the User Agency, and a reasonable contingency. The estimated cost as provided by Connolly Brothers and Landlord \$8,402,535.00 ("Cost of Landlord's Improvements"). Landlord shall promptly notify Tenant of any cost increases that would result in total cost of Landlord's Improvements, exceeding \$8,402,535.00 (Excess Cost). Landlord and Tenant agree to cooperate in good faith to either approve the Excess Cost or adjust the scope of the Landlord's Improvements as appropriate and necessary within five (5) business days of written notice of Excess Cost from Landlord. Responsibility for the cost of Landlord's Improvements is as follows:
 - a. The first \$3,104,940. shall be included in the Base Rent and will be funded entirely by Landlord. The next \$5,297,595.00 shall be funded, if necessary, by the State 911 Department (User Agency).
- (k) Landlord agrees to the following process for the submittal of invoices and documentation and payments and reimbursements to Landlord:
 - a. Reporting of Costs. Landlord shall submit copies of its contractor(s)'s Requisitions on a monthly basis for all of the Landlord's Improvements performed in the immediately preceding calendar month.

- b. Requisition for Tenant's Contribution. After the Landlord's Contribution has been depleted (i.e. applied to the monthly submitted Requisitions), Landlord shall continue to submit a Requisition to Tenant for Tenant's Contribution on a monthly basis for the cost of all the Landlord Improvements performed in the immediately preceding calendar month. A "Requisition" shall mean an invoice from Landlord with copies of all invoices and requisitions paid by the Landlord to its contractors, showing in reasonable detail the cost of such Landlord's Improvements. Tenant shall have ten (10) business days to approve or disapprove such Requisition, which approval shall be presumptively approved if the work described in the Requisition as completed is in fact completed, and complies with the Plans and Specifications (and change orders, as applicable). Tenant may respond in writing within ten (10) business days of receipt of any Requisition objecting to all or part of said Requisition and stating with reasonable detail the nature of such objections, in which case Tenant shall issue payment to Landlord only for undisputed amounts of the applicable Requisition. If Tenant fails to respond within such ten (10) business day period, then Tenant shall be deemed to have automatically approved the entire Requisition. Notwithstanding the foregoing, Tenant shall have ten (10) days upon approval (or deemed approval) of such Requisition to issue its payment to Landlord for each Requisition.
- c. Failure to Pay Tenant's Contribution. If Tenant fails to pay the approved portion of any Requisition in accordance with Section 4.2 (k) b and such failure continues for not less than thirty (30) days after Tenant's receipt of written notice from Landlord, and the approved portion of such Requisition is in accordance with the Budget for the Tenant Improvements as the same may be revised with Tenant's written consent, Landlord may deem such failure to constitute an Event of Default by Tenant under the Lease and may suspend work on Tenant's Improvements, in which case the Premises Completion Date shall be extended, day to day, accordingly. No Default Rate will be applied for at least thirty (30) days following Tenant's receipt of said notice of default.

8. Regarding § 4.3(b), "150 days" is hereby deleted and replaced with "365 days".

9. Regarding § 4.3, strike paragraph (c) and replace with the following paragraph:

- (c) If the Completion Date is delayed due to a Tenant Delay, then the Completion Date, as extended from time to time, must be extended by the actual number of days that such Tenant Delay delays the Completion Date. For the purposes of this Lease, "Tenant Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission continues for a period of more than two (2) business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date:
 - (i) Tenant's request for special work not included in the Working Drawings, as they may be amended from time to time, or that this Lease otherwise requires,
 - (ii) Tenant's request for a material change in the Working Drawings;

10. Regarding § 4.3, strike paragraph (k) and insert the following paragraph:

- (k) The construction of the Landlord's Improvements must be (i) reasonably coordinated with any work being performed by Tenant, provided that such coordination does not materially interfere with Landlord's construction schedule, delay the Completion Date, or increase the cost of the Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits, except as provided herein within the Allowance. Approval by Tenant of any Working Drawings or changes in Working Drawings must never be construed as a waiver of any of the requirements of this paragraph.

11. Regarding § 6.5 (f), is deleted in its entirety.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD: MAPLE STREET MILFORD INDUSTRIAL, LLC

By: 

Printed Name: William Montey

Title: Manager

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND
THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL
ASSET MANAGEMENT AND MAINTENANCE**

By: 

Carol W. Gladstone, Commissioner

USER AGENCY: MASSACHUSETTS STATE 911 DEPARTMENT

By: _____

Printed Name: Frank Pozniak

Title: Director, State 911

Approved as to Matters of Form:

Approved by outside counsel (RK)

December 21, 2022

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD: MAPLE STREET MILFORD INDUSTRIAL, LLC

By: _____


Printed Name:

Title: _____

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND
THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL
ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Carol W. Gladstone, Commissioner

USER AGENCY: MASSACHUSETTS STATE 911 DEPARTMENT

By:  12/2/22

Printed Name: Frank Pozniak
Title: Director, State 911

Approved as to Matters of Form:

Office of the General Counsel
Division of Capital Asset Management and Maintenance

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING**

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

Pursuant to Executive Order No. 481, William Manley,
(name(s) of person(s) who signed the document to which this Certificate is
attached for Landlord, Licensor, Mortgagee, *or* Prospective Lender)

Manager of Maple Street Milford Industrial, LLC (Contractor),
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord,
Licensor, Mortgagee, *or* Prospective Lender) (name of Landlord, Licensor, Mortgagee, *or* Prospective Lender
named in the document to which this Certificate is attached)

whose principal place of business is located at 30 Speen Street, Framingham MA 01701
(address of principal place of business of Landlord, Licensor, Mortgagee *or*
Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under (a) the lease *or* (b) the short-term
tenancy agreement *or* (c) the license *or* (d) the amendment *or* (e) the subordination, non-disturbance, and
attornment agreement *or* (f) the change-of-ownership documents to which this Certificate is attached (this
Contract) for the premises located at 31 Maple Street, Milford MA 01757
(address of the premises as stated in

that:

the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract, as it may be amended from time-to-time.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on December 2nd, 20 22.

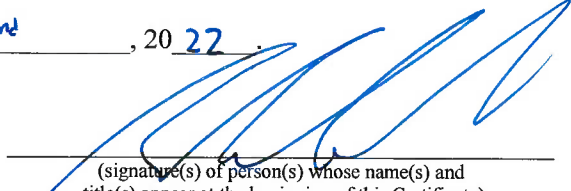
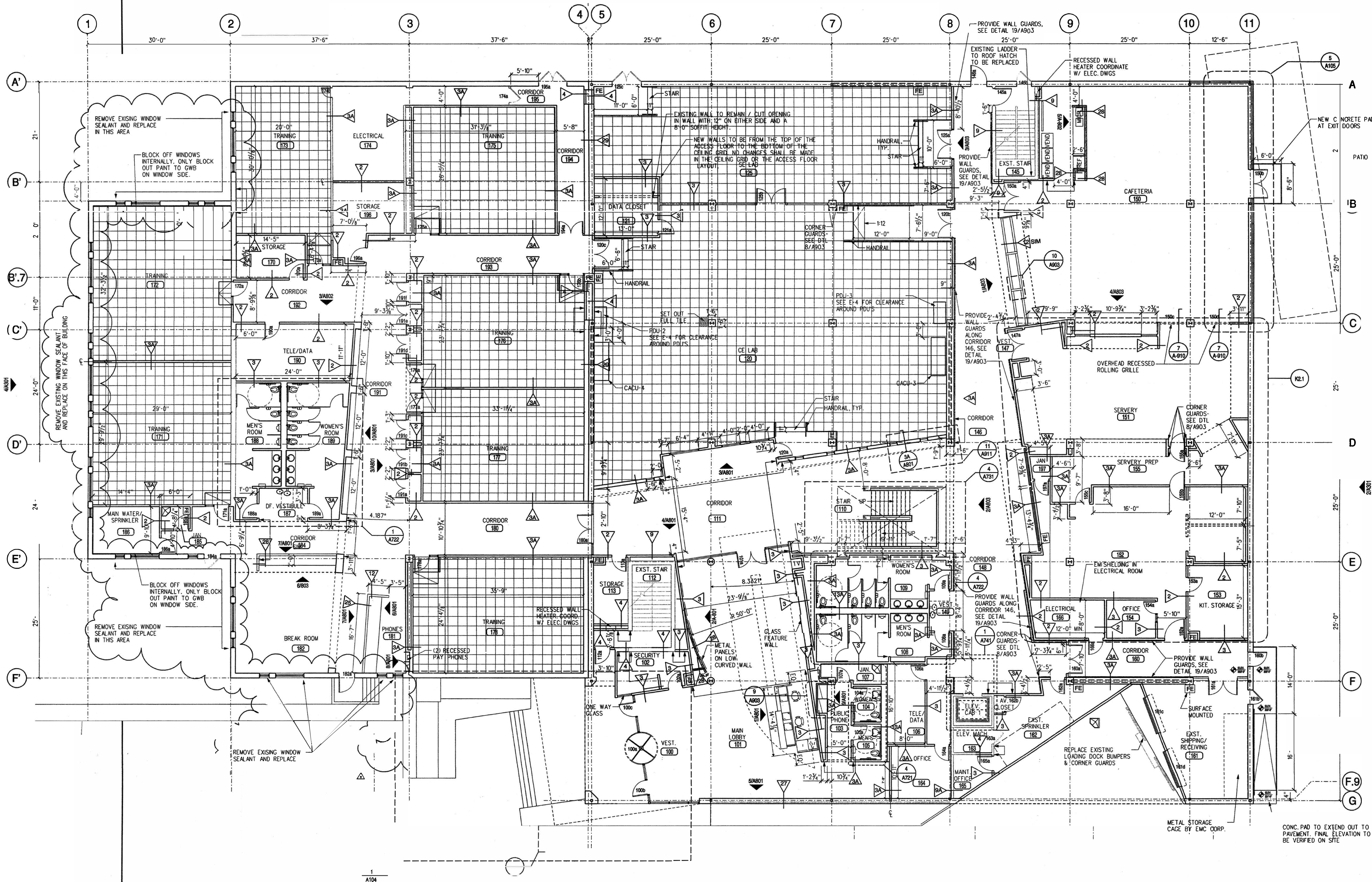

(signature(s) of person(s) whose name(s) and
title(s) appear at the beginning of this Certificate)

EXHIBIT A and A-1 of 2

31 Maple Street
Milford, MA 01757



ADD Inc
210 Broadway
Cambridge MA 02139
617 234 3100
Fax 617 661 7138

EMC Corporation
228 South Street
Hingham, MA 01903
Ph. (508) 435-1000
Fax (508) 435-3324

AHA
10 Magazine Road
Suite 310
Weymouth, MA 02191
Ph. (781) 372-3000
Fax (781) 372-3100

Colburn & Guyette
10 Industrial Park Road
Hingham, MA 02043
Ph. (508) 543-5310
Fax (508) 543-0170

Marathon Construction
134 Flanders Road
Weymouth, MA 01981
Ph. (508) 435-4343
Fax (508) 435-0557

Rizzo Associates
225 West Central Street
Hingham, MA 01903
Ph. (508) 651-3401
Fax (508) 651-1189

Veitas & Veitas
639 Granite Street
Suite 100
Beverly, MA 02188-0866
Ph. (781) 843-2863
Fax (781) 843-2055

Date	No.	By
9/30/99	22	ADD
12/12/99	29	ADD
2/20/00	81	ADD
3/8/00	97	ADD
3/23/00	99	ADD
3/23/00	120	ADD

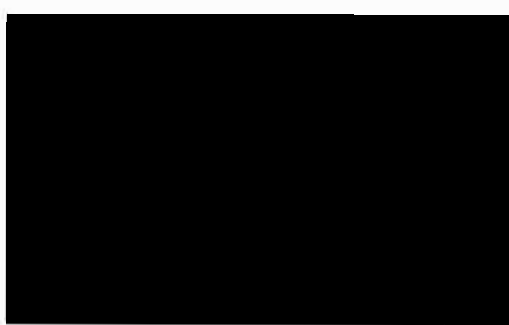
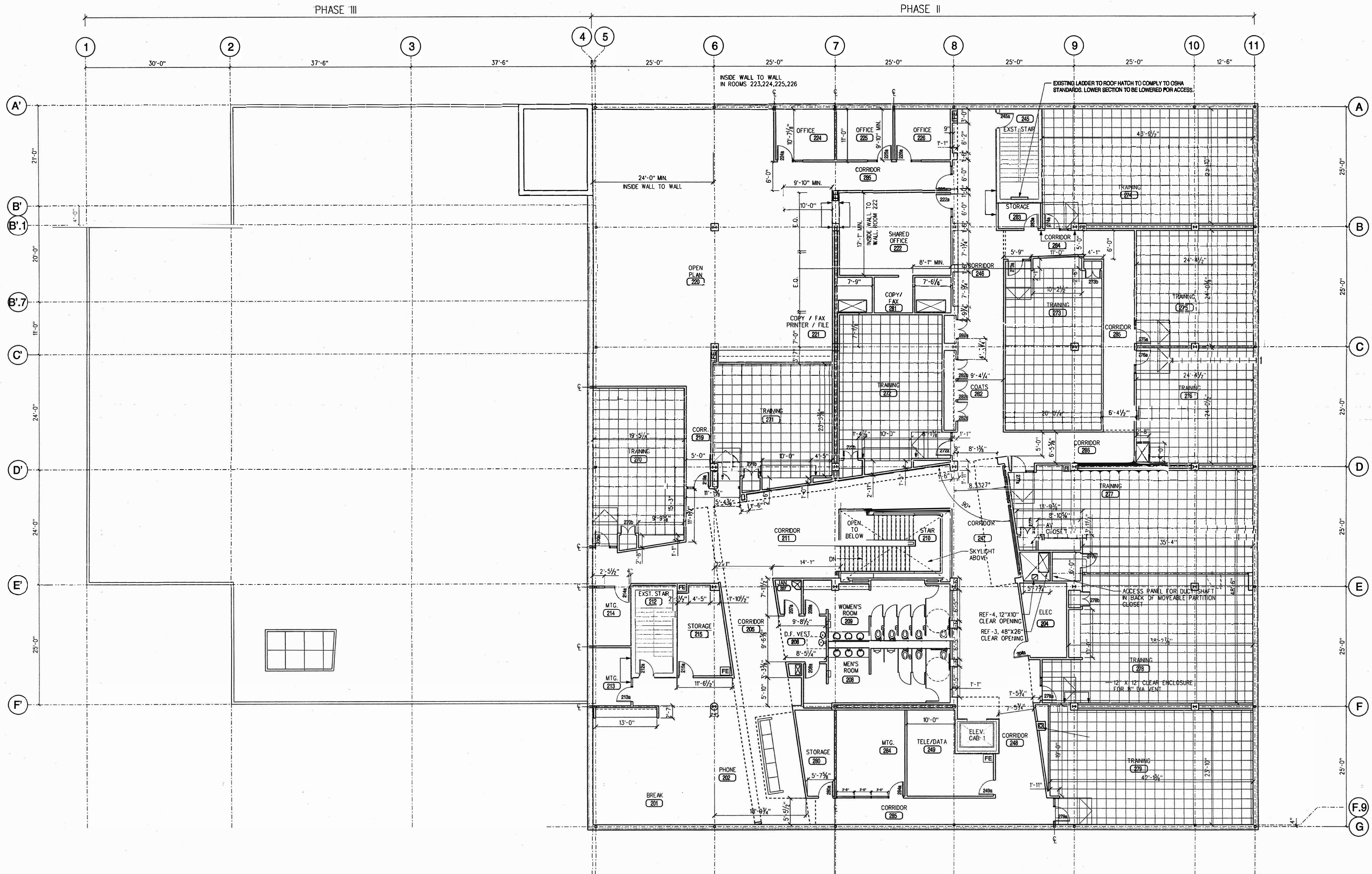
Construction Documentation

Job No.	99115-00
Drawn By	DM
Date	9/30/99
Revisions	
1. ADDENDUM #1	9/30/99
2. ADDENDUM #11	12/12/99
3. BULLETIN #18	2/20/00
4. BULLETIN #23	3/8/00
5. BULLETIN #25	3/23/00
6. BULLETIN #32	3/23/00

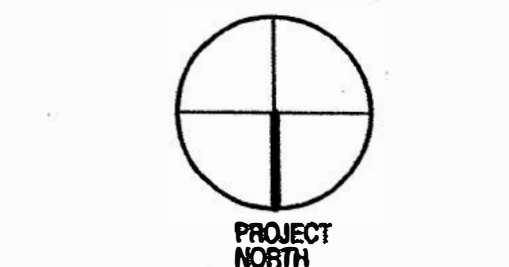
Partition Plan -
First Floor

A-101

EXHIBIT A AND A-1 20F 2



31 Maple Street
Milford, MA 01757



ADD Inc 210 Broadway
Cambridge MA 02139
617 224 3100
Fax 617 661 7118

EMC Corporation
228 South Street
Hingham, MA 01748-9103
Rt. (508) 435-1000
Fax (508) 435-3324

AHA
10 Magazine Road
Salem 01970
Hingham, MA 02043
Rt. (781) 372-3000
Fax (781) 372-3100

Colburn & Guyette
10 Industrial Park Road
Hingham, MA 02043
Rt. (800) 343-3310
Fax (781) 740-0170

Marathon Construction
134 Rensselaer Road
Weymouth, MA 01981
Rt. (508) 435-5343
Fax (508) 435-0557

Rizzio Associates
235 West Central Street
Hudon, MA 01760
Rt. (508) 651-3401
Fax (508) 651-1189

Veitas & Veitas
639 Granite Street
Salem 01970
Hingham, MA 02043-2865
Rt. (781) 843-2863
Fax (781) 849-2065

Topic Log	Date	No.	Description
90098	22		Addendum #1
11098	49		BULLETIN #2
121098	59		ADDENDUM #11
25000	81		Bulletin # 18

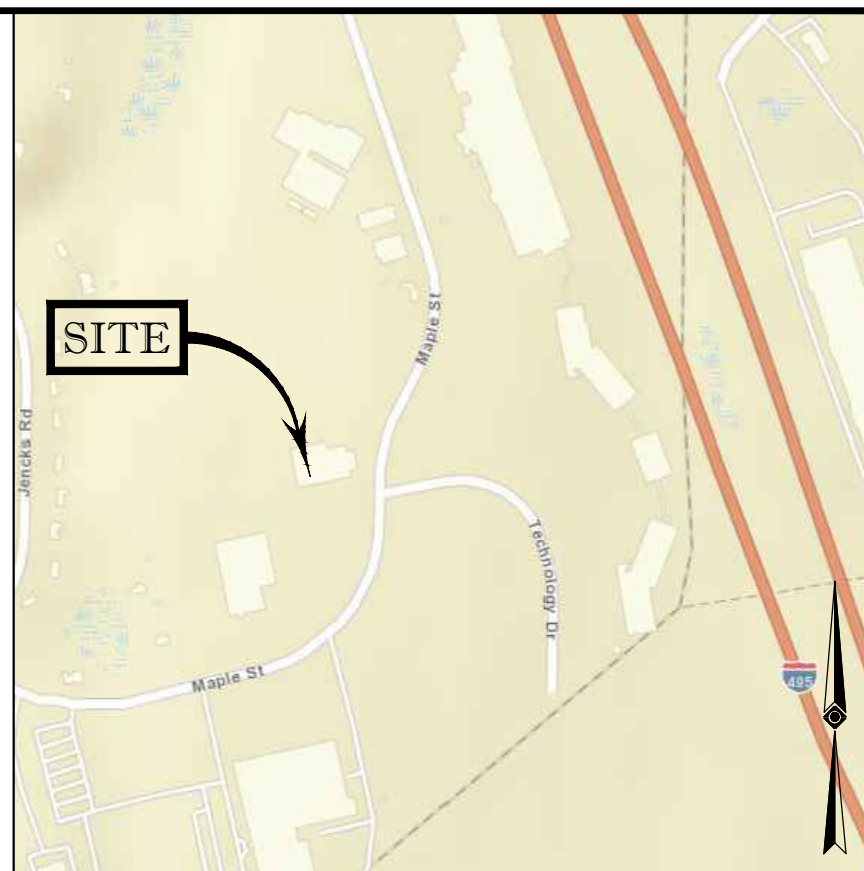
Construction Documentation

Job No. 99115.00
Drawn By: ML Ck'd By: ML
Date 9/30/99
Revisions

Partition Plan -
Second Floor

A-102

Exhibit A-2



SCHEDULE A - EXHIBIT A:

PARCEL ONE:

THE LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON LOCATED ON MAPLE STREET IN MILFORD, WORCESTER COUNTY, MASSACHUSETTS, BEING SHOWN AS AND LABELED "LOT A" AND "LOT B" ON A PLAN ENTITLED "SUBDIVISION PLAN OF LAND IN MILFORD, MASS", DATED DECEMBER 15, 1986, PREPARED BY VANESSA/HANGEN ENGINEERING, INC., RECORDED WITH THE WORCESTER COUNTY (WORCESTER DISTRICT) REGISTRY OF DEEDS IN PLAN BOOK 568, PLAN 114.

PARCEL TWO:

THE LAND WITH THE BUILDINGS THEREON SITUATED ON THE WESTERLY SIDE OF MAPLE STREET, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF THE GATED PREMISE AT A DRILL HOLE ON WALL IN THE WESTERLY SIDE OF MAPLE STREET, SAID DRILL HOLE BEING LOCATED ABOUT 80 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE SOUTHERLY LINE OF FROST STREET EXTENDED AND THE WESTERLY LINE OF MAPLE STREET; THENCE

SOUTH: 30°50'W LONG SAID STONE WALL AND THE WESTERLY SIDE OF MAPLE STREET ONE HUNDRED FIFTY- EIGHT AND 26/100 (158.26) FEET TO A DRILL HOLE ON WALL AT OTHER LAND FORMERLY OF MCCARTHY, ET AL; THENCE

NORTH: 51°08'W BY LAST MENTIONED LAND TWO HUNDRED EIGHTY-SEVEN AND 03/100 (287.03) FEET TO A DRILL HOLE ON BOULDER AT OTHER LAND FORMERLY OF MCCARTHY, ET AL; THENCE

NORTH: 21°30'E BY LAST MENTIONED LAND AND ALONG WALL ONE HUNDRED ONE AND 15/100 (101.15) FEET TO A CORNER OF WALLS AT OTHER LAND FORMERLY OF MCCARTHY, ET AL; THENCE

SOUTH: 71°13'E BY LAST MENTIONED LAND AND ALONG WALL ONE HUNDRED FORTY-SEVEN AND 82/100 (147.82) FEET TO A POINT; THENCE

SOUTH: 62°52'E ONE HUNDRED SIXTY-ONE AND 21/100 (161.21) FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

BEING SHOWN AS PARCEL D-7 ON A PLAN RECORDED WITH THE WORCESTER COUNTY (WORCESTER DISTRICT) REGISTRY OF DEEDS AT PLAN BOOK 492, PLAN 14, ENTITLED "DISCONTINUANCE PLAN OF LAND IN MILFORD, MASS, TOWN OF MILFORD, SHOWING PARCELS TO BE DISCONTINUED ON MAPLE STREET", DATED OCTOBER 1, 1981, GUERRIERE & HALNON, INC. ENGINEERS AND LAND SURVEYORS, AND BOUNDED AND DESCRIBED ACCORDING TO SAID PLAN AS FOLLOWS:

NORTHWESTERLY: BY LAND OF CHARLES E. AND MADELINE A. LOVEJOY ONE HUNDRED FIFTY EIGHT AND 28/100 (158.28) FEET;

NORTHEASTERLY: BY LAND OF VALENTINO A. AND MARILYN D. BALDUCCI, FIVE AND 32/100 (5.32) FEET;

SOUTHEASTERLY: BY A CURVED LINE ON THE WESTERLY SIDELINE OF MAPLE STREET, ONE HUNDRED FIFTY-NINE AND 80/100 (159.80) FEET; AND

SOUTHERLY: BY LAND OF GARY A. AND DONNA M. MALDUCCI, SIX AND 69/100 (6.69) FEET.

REFERENCES:

- THE TAX ASSESSOR'S MAP OF TOWN OF MILFORD, WORCESTER COUNTY, MAP 55.
- MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, TOWN OF MILFORD, WORCESTER COUNTY, PANEL 888 OF 1075; COMMUNITY-PANEL NUMBER 25027C0888E, MAP REVISED: JULY 4, 2011.
- MAP ENTITLED "SUBDIVISION PLAN OF LAND IN MILFORD, MASS" PREPARED FOR 495 ASSOCIATES TRUST, PREPARED BY VANASSE/HANGEN ENGINEERING, INC. DATED DECEMBER 15, 1986. RECORDED IN WORCESTER REGISTRY OF DEEDS IN PLAN BOOK 568 PLAN NO. 114.
- LAND COURT MAP NO. 32711B ENTITLED "SUBDIVISION PLAN OF LAND IN MILFORD" RECORDED ON NOV 19, 1985. PREPARED BY GUERRIERE & HALNON, INC. SURVEYORS.
- MAP ENTITLED "DISCONTINUANCE PLAN OF LAND IN MILFORD, MASS. SHOWING PARCELS TO BE DISCONTINUED ON MAPLE STREET" PREPARED BY GUERRIERE & HALNON, INC. DATED OCTOBER 1, 1981. RECORDED IN WORCESTER REGISTRY OF DEEDS IN PLAN BOOK 492 PLAN NO. 14.
- MAP ENTITLED "EXISTING CONDITIONS SITE PLAN, 31 MAPLE STREET, MILFORD, MA" PREPARED BY BEALS AND THOMAS, INC. PREPARED FOR EMC CORPORATION. DATED NOVEMBER 2105.
- UNDERGROUND GAS LINES PROVIDED BY EVERSOURCE GAS COMPANY.
- UNDERGROUND ELECTRIC LINES PROVIDED BY NATIONAL GRID COMPANY.

GRAPHIC SCALE

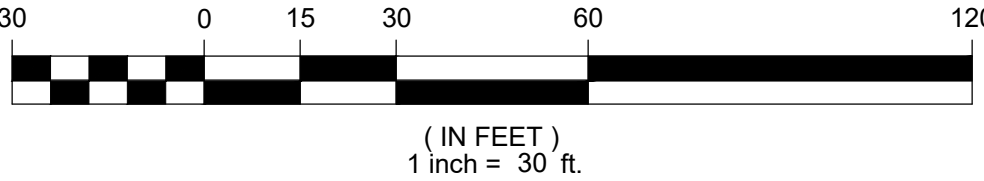


TABLE OF APPARENT ENCROACHMENTS

APPROXIMATELY 8.5' x 37.8' PAVED LOT.

NOTE: THESE ARE THE POSSIBLE ENCROACHMENTS OBSERVED DURING THE FIELD SURVEY. THERE MAY BE OTHERS NOT RECOGNIZED BY THE SURVEYOR.

THIS SURVEY IS CERTIFIED TO:
EMC CORPORATION
STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 17, 18 & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 12-10-21.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL.

GERRY L. HOLDRIGHT, PLS

MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

01-14-22

DATE

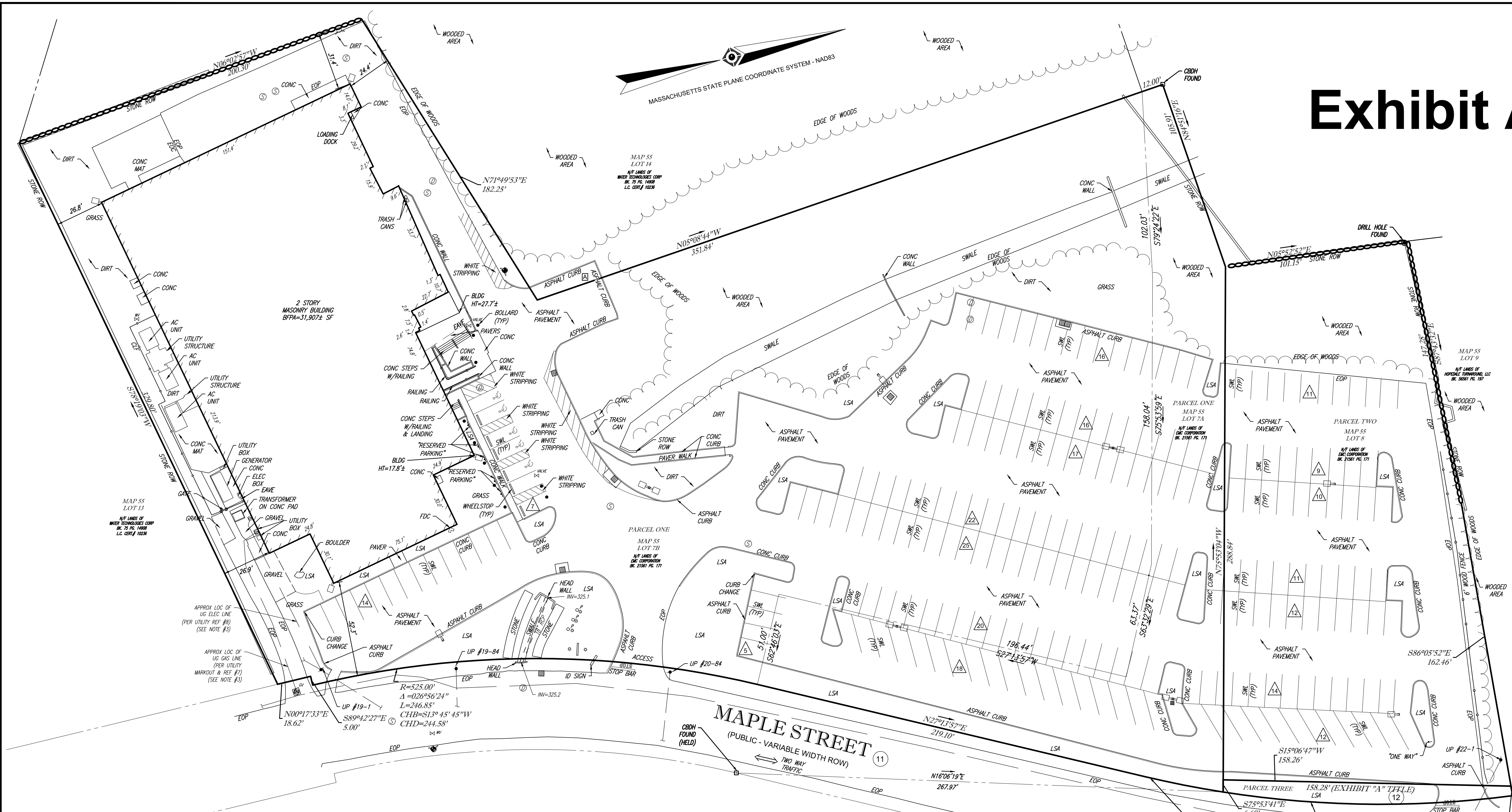
G.HOLDRIGHT@CPASURVEY.COM

ALTA/NSPS LAND TITLE SURVEY
MAPLE STREET MILFORD INDUSTRIAL, LLC

31 MAPLE STREET
LOT 7, MAP 55
TOWN OF MILFORD, WORCESTER COUNTY
COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
ALBANY, NY 518-217-5010
CHALFONT, PA 215-712-8800
HAUPPAUGE, NY 631-880-3545
MANHATTAN, NY 646-780-0411
MIT LAUREL, NJ 609-857-2999
WARREN, NJ 908-668-0999

FILE NO. 03-210551-00
DWG. NO. 1 OF 1



NOTES:

- PROPERTY KNOWN AS LOT 7 & 8 AS SHOWN ON THE TOWN OF MILFORD, WORCESTER COUNTY, COMMONWEALTH OF MASSACHUSETTS, MAP NO. 55.
- AREA = 216.724 SQUARE FEET OR 4.97 ACRES.
- LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD. AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE ASBUILT PLANS AND UTILITY MARKOUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES: CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.

THE SOURCE OF UNDERGROUND UTILITIES ARE SHOWN UTILIZING A QUALITY LEVEL SYSTEM:

QUALITY LEVEL D - UTILITIES SHOWN BASED UPON REFERENCE MAPPING OR ORAL HISTORY. NOT FIELD VERIFIED.

QUALITY LEVEL C - LOCATION OF UTILITY SURFACE FEATURES SUPPLEMENTS REFERENCE MAPPING. INCLUDES MARKOUT BY OTHERS.

QUALITY LEVEL B - UTILITY LOCATION DATA IS COLLECTED THROUGH GEOPHYSICAL SENSING TECHNOLOGY TO SUPPLEMENT SURFACE FEATURES AND OR REFERENCE MAPPING. INCLUDES MARKOUT BY CONTROL POINT ASSOCIATES, INC.

QUALITY LEVEL A - HORIZONTAL AND VERTICAL LOCATION OF UTILITIES ARE OBTAINED USING VACUUM EQUIPMENT EXCAVATION OR OTHER METHODS TO EXPOSE THE UTILITY. LOCATION SHOWN AT SINGLE POINT WHERE EXCAVATION OCCURRED UNLESS UTILITY WAS LOCATED PRIOR TO FILLING.
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT, A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC., AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THIS SURVEY WAS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, HAVING A COMMITMENT NO. 19000071464, WITH AN EFFECTIVE DATE OF NOVEMBER 23, 2021, WHERE THE FOLLOWING SURVEY RELATED EXCEPTIONS APPEAR IN SCHEDULE B - PART II:

GENERAL EXCEPTIONS 1 THRU 7 ARE NOT SURVEY RELATED AND HAVE NOT BEEN COMMENTED ON AS A PART OF THIS SURVEY.
- EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED ON OCTOBER 14, 1904 IN BOOK 1791, PAGE 562. -EAST OF LOCUS - OUTSIDE BOUNDARY LINE.

- RIGHT OF WAY RECITED IN INSTRUMENT RECORDED ON MAY 14, 1909 IN BOOK 1904, PAGE 508. -NOT PLOTTABLE.
- RIGHT OF WAY AND EASEMENT SET FORTH IN A DEED RECORDED ON MAY 24, 1960 IN BOOK 4110, PAGE 545. -NOT PLOTTABLE.
- ORDER OF TAKING AND LAYING OUT OF MAPLE STREET AS A PUBLIC WAY RECORDED ON MAY 20, 1981 IN BOOK 7233, PAGE 273. -ROW OF MAPLE STREET SHOWN HEREON.
- DISCONTINUANCE OF A PORTION OF OLD MAPLE STREET BY THE TOWN OF MILFORD RECORDED ON NOVEMBER 2, 1981 IN BOOK 7369, PAGE 3. -PARCEL THREE PER EXHIBIT A SHOWN HEREON.
- EASEMENT FROM EMC CORPORATION TO MASSACHUSETTS ELECTRIC COMPANY AND VERIZON NEW ENGLAND, INC., RECORDED ON FEBRUARY 8, 2002 IN BOOK 25934, PAGE 313. -OVERHEAD WIRES SHOWN HEREON.

NOTE: WHILE SPECIFICALLY EXCLUDED FROM COVERAGE UNDER THE TERMS AND PROVISIONS OF THE POLICY TO BE ISSUED, THE RECORDS AT THE WORCESTER COUNTY (WORCESTER DISTRICT) REGISTRY OF DEEDS AND WORCESTER COUNTY (WORCESTER DISTRICT) DISTRICT OF THE LAND COURT REVEALS THE EXISTENCE OF THE FOLLOWING MATTERS:

a. DECISION AND SPECIAL PERMIT ISSUED BY THE TOWN OF MILFORD BOARD OF APPEALS. RECORDED ON AUGUST 2, 1979 IN BOOK 6811, PAGE 90. -NON SURVEY MATTER.

b. NOTICE OF DECISION BY THE TOWN OF MILFORD ZONING BOARD OF APPEALS RECORDED IN BOOK 8618, PAGE 251. -NON SURVEY MATTER.

c. ORDER OF CONDITIONS FROM THE TOWN OF MILFORD TO JOHN B. VLACO DATED AUGUST 30, 1983 AND RECORDED OCTOBER 6, 1983 IN BOOK 7942, PAGE 105, AS AFFECTED BY CERTIFICATE OF COMPLIANCE RECORDED ON JUNE 15, 1987 IN BOOK 10560, PAGE 327. -NOT PLOTTABLE.

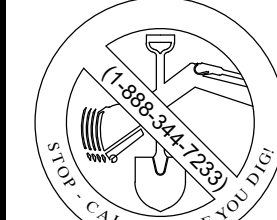
d. ORDER OF CONDITIONS BY THE MILFORD CONSERVATION COMMISSION, RECORDED IN BOOK 23071, PAGE 358, AS AFFECTED BY A CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 24016, PAGE 201. -NOT PLOTTABLE.
- EXISTING FIRM: BY GRAPHIC PLOTTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE X-UNSHADED AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER REF. #2.
- THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.

PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED.

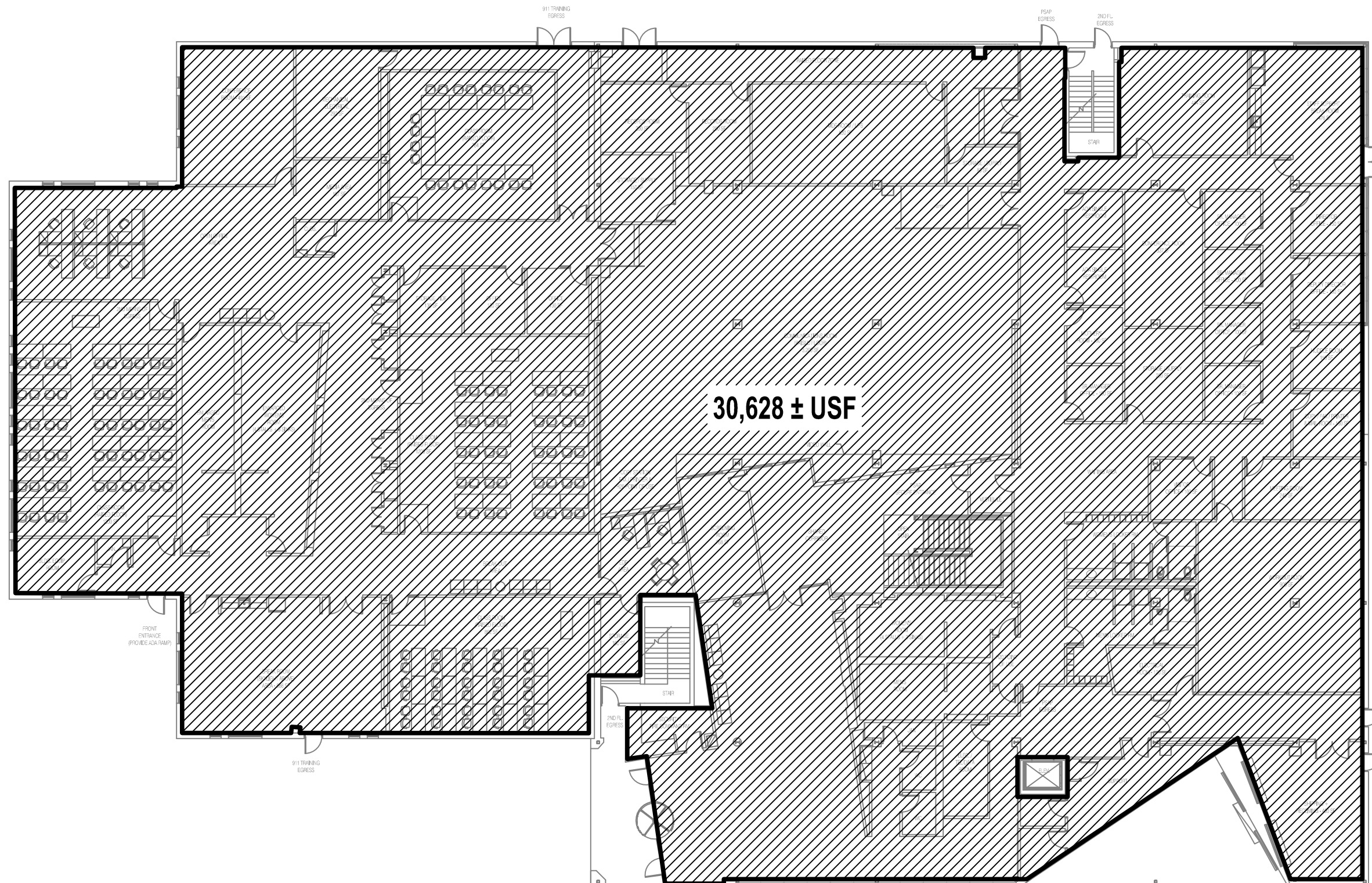
ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.

LEGEND

- APPROX. LOC. UNDERGROUND NATURAL GAS LINE
- HYDRANT
- FIRE DEPARTMENT CONNECTION (F.D.C.)
- WATER VALVE
- GAS VALVE
- GAS METER
- ELECTRIC METER
- SANITARY/SEWER MANHOLE
- DRAINAGE/STORM MANHOLE
- CATCH BASINS
- UTILITY POLE
- SIGN
- AREA LIGHT
- TYPICAL
- SOLID WHITE LINE
- PARKING SPACE COUNT
- EDGE OF CONC.
- EDGE OF PAVEMENT
- LANDSCAPED AREA
- FIRE DEPARTMENT CONNECTION
- BUILDING
- BUILDING FOOTPRINT AREA
- CONC. BOUND w/DRILL HOLE
- DRILL HOLE FOUND



CONTROL POINT ASSOCIATES, INC. ALL RIGHTS RESERVED. ORIGINAL PROJECT OR WORK PRODUCT OF CONTROL POINT ASSOCIATES, INC. IS PROTECTED BY COPYRIGHT. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE A WRITTEN RECORD OF THE SURVEY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC.



DIVISION OF
CAPITAL ASSET
MANAGEMENT &
MAINTENANCE

VERIFIED USABLE SQ.FT.
BASED ON THIS PLAN
PROVIDED BY LANDLORD

STATE 911
31 MAPLE STREET
MILFORD, MA

NOVEMBER 8, 2022, KB

30,628 ± USF
1ST FLOOR

LEASING PROJECT #

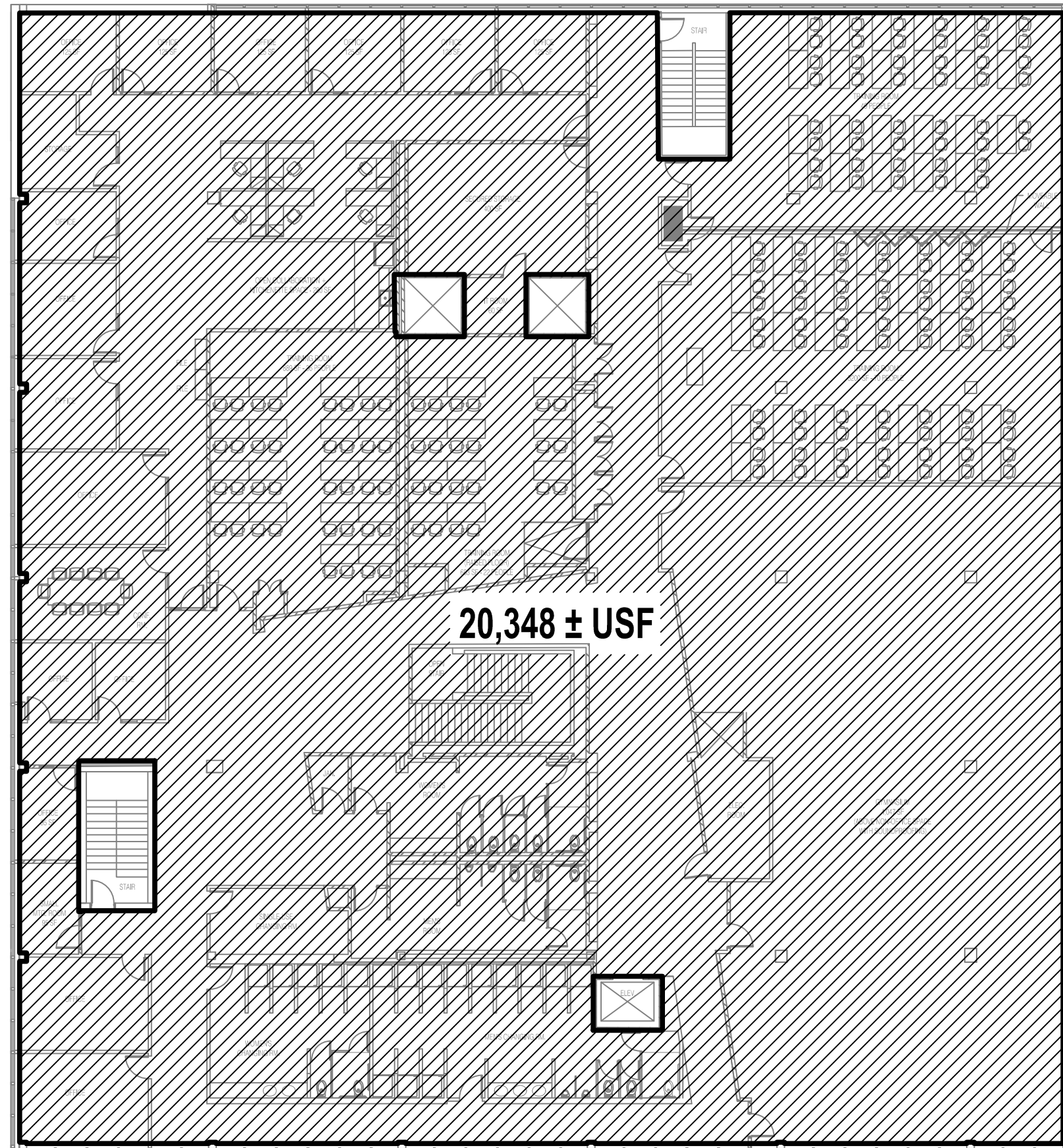


Exhibit B

Page 2 of 2



DIVISION OF
CAPITAL ASSET
MANAGEMENT &
MAINTENANCE

VERIFIED USABLE SQ.FT.
BASED ON THIS PLAN
PROVIDED BY LANDLORD

STATE 911
31 MAPLE STREET
MILFORD, MA

NOVEMBER 8, 2022, KB

20,348 ± USF
2ND FLOOR

LEASING PROJECT #

EXHIBIT C

1. LANDLORD SERVICES

- 1.1. **Hours of Operation for the PSAP:** The User Agency's Hours of Operation of this facility are twenty-four hours per day, seven days per week, three hundred and sixty-five/six days per year, without interruption (24/7/365).

Hours of Operation for the Training Center: The User Agency's Hours of Operation of this facility are Monday through Saturday 8:00 a.m. to 12:00 a.m.

Hours of Operation for the DOC: The User Agency's Hours of Operation of this facility are Monday through Friday 7:30 a.m. to 7:30 p.m.

Hours of Operation for the MPTC: The User Agency's Hours of Operation of this facility are Monday through Friday 6:00 a.m. to 6:00 p.m.

- 1.2. **Utilities:** Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power, including generator fuel for the User Agency's equipment and lighting within the Premises and must have a minimum fuel capacity for 168 hours of runtime at full load without refueling.

During the Hours of Operation in the **PSAP:** Landlord must ensure that HVAC is available 24/7/365 and properly operating and functioning throughout the Premises and Landlord must maintain the temperature within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime within the Premises except in the Communications Room where Landlord must maintain the temperature at 70° Fahrenheit.

In the Main Distribution Frame (MDF) in the UPS Room, and Intermediate Distribution Frames (IDFs), Landlord must maintain the temperature at no more than 70° Fahrenheit 24/7/365.

During the Hours of Operation: Landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and Landlord must maintain the temperature within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime.

In the Main Distribution Frame (MDF) in the UPS Room, and Intermediate Distribution Frames (IDFs) Landlord must maintain the temperature at no more than 70° Fahrenheit 24/7/365.

- 1.3. **Maintenance of Premises, Appurtenant Areas, and Building:** Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenantable condition. Landlord must provide Material Safety Data Sheets for all products used on-site.

Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the Hours of Operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all Building entrances.

Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, life-safety systems and fire-protection equipment, generator, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-conditioning equipment in accordance with the manufacturer's recommendations and must replace filters quarterly or more often if indicated or dictated by local conditions or by the manufacturer's recommendations. Landlord must maintain the heating, ventilating, and air-conditioning equipment so that the indoor air quality is consistent with each IAQ Standard/Guideline identified in the table under Initial Indoor Air Quality Testing in § B-1.

Landlord must replace worn or damaged ceiling tiles and floor coverings with equal or better goods and must repair and repaint worn or damaged wall surfaces in the Premises.

If the Term of Lease is ten years, or if the original Term of Lease is extended to ten years, Landlord must repaint all Entry Areas and Training Rooms, at the beginning of the fourth and the seventh year of the Lease Term. Landlord must re-carpet all Entry Areas, Meeting Areas, and circulation areas leading from the Entry Areas to the Meeting Areas at the beginning of the sixth year of the Lease Term. Landlord must repaint all other painted surfaces within the Premises at the beginning of the fifth year of the Lease. Landlord is responsible for moving and returning furniture as necessary to accomplish painting and re-carpeting. The User Agency may waive this requirement in writing for certain rooms, or where protective wall covering is provided and installed.

In coordination with Landlord, Tenant must test the generator serving the Premises weekly, at full load, for not less than 45 minutes. Landlord must also enter into and maintain a quarterly service contract for the generator and provide the User Agency with quarterly maintenance reports.

- 1.4. **Building Security and Access:** Landlord must enable authorized employees of the User Agency to access the Premises at any time 24/7. Landlord may enable such access via security guards, a master key, an electronic card, or a similar restrictive entry system.

Landlord must provide, maintain and service all the security systems and security systems components. For the intrusion alarm system and the water detection and temperature and humidity monitoring systems in the MDF, Communications Room and UPS Room, Landlord must provide a 24/7 alarm monitoring service to alert Landlord's property manager and User Agency of an alarm.

- 1.5. **Janitorial Services:** Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. Landlord must require such company to carry comprehensive liability insurance for not less than \$2,000,000 combined single limit, and Workers' Compensation insurance covering all persons employed by such company in the Building and appurtenant areas, issued by a carrier or carriers qualified to conduct business in Massachusetts, and naming the Commonwealth of Massachusetts as an additional insured. Landlord must provide Material Safety Data Sheets for all cleaning products used on-site to Tenant and User Agency. Services include:

Daily: Empty, sanitize all work surfaces of all modular workstations, and of all individual offices. Empty all waste baskets; remove trash; wash and clean all fixtures, counters, and floors in all restrooms, in each Staff Support Room, and in the Mothers Room; replenish paper and soap and hand-sanitizing products in all restrooms, and supply and replace all liners for all waste and sanitary napkin receptacles; replenish paper and hand-sanitizing products in the Restrooms, Mothers' Room and in the Staff Support Room; sweep or dry-mop uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting with HEPA-filter vacuum; clean drinking fountains and H₂O points of use.

Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, windowsills, and convection units; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture glass panels.

Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

Semi-Annually: Clean carpet using a cleaning method consistent with the carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

Annually: Wash blinds; dust all high surfaces.

As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in the Mothers' Room and in the Staff Support Room, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.

Recyclables Collection: Landlord must provide recycling receptacles for paper in each office and at each workstation, and Landlord must empty the receptacles as needed, but not less than once per week, into Landlord-provided recycling bins for recycling by Landlord. In addition, Landlord must provide the User Agency with recycling services for, at a minimum, delivery pallets, cardboard, glass, and recyclable plastic and metals.

Cleaning Products and Methods, Hand Soap and Paper Supplies: Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

Additional Janitorial Services during the Term: From time to time, by agreement between Tenant and Landlord, Landlord may be required to perform additional janitorial services or increase the frequency of the services described above.

- 1.6. **Preparation for Occupancy by Tenant:** Before Tenant occupies the Premises, Landlord must perform, or Landlord must cause Landlord's professional cleaning-service company to perform, a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums;

and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced.

- 1.7. **Initial Indoor Air Quality Testing:** Within 30 days after the Date of Occupancy, Landlord must conduct initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include, without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below, and a moisture survey of readily accessible porous building materials in areas where water is or is likely to be present.

Material Measured	IAQ Standard/Guideline	Source
Carbon dioxide	800 ppm	MA DPH
Carbon monoxide	Less than or equal to outdoor concentrations	MA DPH
Particulate in air	.035mg/m ³	US EPA
VOCs	Less than or equal to outdoor concentrations	MA DPH

Landlord must deliver to Tenant and User Agency a written report (the Initial IAQ Report) of the results of the Initial IAQ Testing. If the Initial IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.8. **Indoor Air Quality Testing During Lease Term:** Within 30 days after receipt of a written request from Tenant, once during lease years 1 – 5 and again once during lease years 6 – 10 if the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must conduct, at Landlord's sole cost and expense, indoor air quality testing (IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. IAQ Testing must demonstrate results consistent with those identified above.

Landlord must deliver to Tenant and User Agency a written report (the IAQ Report) of the results of the IAQ Testing. If the IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such

remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.9. **Re-Balancing of HVAC System During Lease Term:** If the Term of Lease is more than five years or if the original Term of Lease is extended beyond five years, Landlord, at Landlord's sole cost and expense, must rebalance the HVAC system at the beginning of lease year 6 and Landlord must provide Tenant with a registered engineer's certification that the air distribution is properly balanced in accordance with the design intent as set forth in the approved Working Drawings, along with a copy of the supporting balancing report not later than ninety days following the beginning of lease year 6. Landlord must correct identified deficiencies.
- 1.10. **Professional Design Services:** Promptly following selection of its proposal, the selected proposer must provide professional design services to the User Agency to complete the Schematic Space Plan of the Premises that will be incorporated into and made part of the Lease as Exhibit B.

EXHIBIT C

LANDLORD'S IMPROVEMENTS

Specifications for Premises

(Revised by agreement of the parties based on Landlord's Proposal and subsequent negotiations)

2.1. Introduction

- 2.1.1. **Code and Regulatory Requirements:** All Building improvements must comply with the Massachusetts State Building Code, regulations of the Massachusetts Architectural Access Board (MAAB), the Americans with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design, and applicable CMR provisions. Where federal or local codes, or regulations, ordinances, or zoning laws apply, the more restrictive provision must be followed.
- 2.1.2. **Access for Persons with Disabilities:** The Building and the Premises must be free of barriers preventing access to and use of the Premises by persons with disabilities in accordance with applicable state and federal accessibility regulations.
- 2.1.3. **Project Schedule:** The project schedule in Lease Exhibit D identifies the work to be performed by Landlord and Tenant and highlights the critical-path items and dates for the completion of Landlord's Improvements (including the installation of all equipment) and the availability of the Premises for Tenant's Occupancy.
- 2.1.4. **Working Drawings:** All improvements to the Premises and related areas (the Landlord's Improvements, as defined in the Lease) must be provided and installed by Landlord and must be completed in accordance with the approved Working Drawings (as defined in the Lease) that are based on these General Specifications, including the SAFS in § B-3.
- 2.1.5. **Submittals:** Landlord must submit three full sets of the Working Drawings to Tenant and one full set in AutoCAD DWG format, on a disk.

Landlord must submit to the User Agency for review and approval, all proposed color selection, cuts, samples, and color swatches necessary to show the manufacturer's product line for any new finishes. The submittals include by way of example and not limitation, the proposed products for all floors, walls, ceilings, lighting, and the proposed finishes and materials for all architectural-woodwork.

Landlord must provide Material Safety Data Sheets for materials used in construction upon or before submission of the Certificate of Completion (see § 3.2 of the Lease).

- 2.1.6. **As-Built Plans; Cable Documentation:** Landlord must provide two disks in AutoCAD DWG format, one each to Tenant and User Agency, of the approved submission of Working Drawings updated to reflect the as-

built conditions, and the Cable Documentation described in § B-2, both no later than 60 days after the Date of Occupancy.

2.1.7. **Materials:** Whenever feasible, Landlord must use environmentally preferable materials such as materials with low emissions of volatile organic compounds (VOCs), materials with recycled content, or materials that are recyclable.

2.1.8. **Work in Occupied Areas:** If the Landlord's Improvements are to be carried out in Premises that will be occupied in whole or in part by the User Agency during the work, Landlord must isolate the occupied areas from the construction areas with appropriate temporary, air-tight physical barriers and must schedule construction activities that are likely to disrupt the User Agency's operations for times after the Hours of Operation. Before commencing work, Landlord must submit a work plan to Tenant for review and approval identifying proposed measures to prevent migration of construction-generated pollutants to occupied areas and to ensure the continuity of the User Agency's ongoing operations.

2.2. **Walls:** Walls must be located as shown on approved Working Drawings. The location of all floor tracks must be verified by the project architect. The standard wall composition is assumed to be 5/8" gypsum wallboard (GWB) on metal studding, spacing as recommended by manufacturer of metal studding. Other materials, including pre-finished wall systems, providing similar acoustics, durability, and physical appearance are acceptable.

To limit the production of dust and construction debris, DCAMM encourages the use to the greatest extent possible of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance as the conventional 5/8" gypsum wallboard (GWB) on metal studding assembly. For all new wall construction, Landlord must offset electrical outlets and similar openings. Landlord must provide and install 2" x 6" wood blocking as required for support of all wall-mounted elements. Landlord must refinish existing walls to match new partitions. All surfaces must be clean and smooth, and existing walls and/or partitions to be incorporated into the Premises must be prepared to receive the new finish specified.

DCAMM uses sound transmission coefficient (STC) ratings to specify minimum acoustical requirements. A specific STC rating may be achieved by a number of different construction assemblies, as published by several organizations including the Gypsum Association

2.2.1. **Demising Wall:** Demising walls separating the proposed Premises from other tenants and Building common areas must meet code requirements for fire separation. Demising walls must extend tight to the structural ceiling, meet an STC rating of 45 or better, and be finished to match adjacent walls. A suggested assembly consists of 3⁵/₈" 25-gauge metal studs and tracks fastened securely to the floor and structural ceiling, a mid-course row of horizontal stiffeners, a sound attenuating blanket between the studs, one layer Type X ⁵/₈" GWB on each side with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat

system above the ceiling. Landlord must apply an acoustical sealant at the top and bottom of the wall and around all penetrations.

- 2.2.2. **Full-Height Partition:** Landlord must provide and install full-height partitions at locations identified on the SAFS in § B-3. Full-height partitions must achieve an STC rating of 43 to 44 or better. A suggested assembly consists of 3⁵/₈" 25-gauge metal studs and tracks, a sound attenuating blanket between studs, one layer ⁵/₈" GWB on each side extending six inches above the acoustical tile with taped and finished joints with a three-coat system. Landlord must fasten tracks directly to the floor and structural ceiling or install angle bracing from the structural ceiling to the top of the track to provide a rigid assembly.

DCAMM encourages the use of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance.

- 2.2.3. **Operable Partition:** Landlord must provide and install the number of top-supported operable partitions indicated on the SAFS in § B-3. Each partition must span the width and height of the room. Each partition must be manually operable, must latch and must meet a minimum STC rating of 41 as a complete wall assembly. The use of a Modernfold Acousti-Seal 900 Series or a Hufcor 600 Series product or approved equivalent is acceptable. Landlord must provide separate means of egress, separate lighting controls, and separate HVAC controls and CO₂ sensors in each section of room divided by an operable partition.

- 2.3. **Doors:** Doors and frames must match the acoustical, fire code, and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware must comply with all applicable accessibility requirements. Standard door and hardware upgrades, by type and location, are specified on the SAFS in § B-3. Where required by code, Landlord must provide and install UL labeled fire-rated metal doors and frames. Door/frame finish must consist of both one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. New doors must not contain particleboard components made with urea-formaldehyde binders. All existing doors and frames that will remain must be prepared to receive new finishes.

- 2.3.1. **Tenant Entry Doors:** Landlord must provide and install 1³/₄" thick x 3'-0" wide x 6'-8" to 7'-0" high, 16-gauge metal or solid core wood doors with hardwood stain grade veneer in 16-gauge welded steel frames. At a minimum, each Tenant Entry Door must be equipped with a vision panel, and Tenant's Main Entry Door must be equipped with a greater glass surface than a vision panel and with a tempered glass sidelight in metal or wood frame adjacent to the door; the actual size of the glass panel and sidelight must be confirmed during design.

- 2.3.2. **Standard Interior Door and Frame:** Landlord must provide and install 1³/₄" thick x 3'-0" wide x 6'-8" to 7'-0" high solid core wood flush doors with hardwood stain grade veneer in extruded aluminum or 16 gauge steel

frames, knock-down construction, with $\frac{5}{8}$ " deep stops, with factory-applied transparent finish or with factory-applied primer to receive two coats of compatible paint finish on-site.

2.3.2.1. **Sidelight:** Landlord must add one 18" wide x 6'-8" to 7'-0" high tempered glass sidelight in matching frame next to each door of all offices, meeting rooms, training rooms, interview rooms, and conference rooms identified on the SAFS in § B-3.

2.3.2.2. **Vision Panel:** Landlord must add door manufacturer's standard glass vision panel, approximately 9" wide x 30" high located at eye level on the latch side of the door for all passageways and equipment rooms such as mail rooms, storage rooms, file rooms, MDF and IDF rooms identified on the SAFS in § B-3.

2.3.3. **Interior Glass and Glazing:** All interior glass and glazing must conform to Massachusetts State Building Code with attention to the Specific Hazardous Locations provisions.

2.3.3.1. **Privacy Film:** Landlord must provide and install privacy film on the interior face of all glass sidelights, with pattern, size, and height to be confirmed by the User Agency during the design phase.

2.4. Hardware

2.4.1. **Standard Hardware Package:** On standard interior doors, Landlord must provide and install Grade 2 hardware package including 1½ pair non-rising pin butt hinges; latchset with lever handles; silencers; floor or wall-mounted door stops $\frac{5}{8}$ " deep. Latchsets must be Arrow, Best or Schlage only. All hardware must be stainless steel with commercial grade US32D satin finish. Landlord must provide and install one coat hook on the inside face of each office door.

2.4.2. **Locks:** Landlord must provide and install cylinder locksets using interchangeable core cylinders to allow immediate re-keying of lock, keyed to the User Agency master, at all storage and equipment rooms, tenant entry doors and at locations as noted on the SAFS in § B-3.

2.4.3. **Heavy-Duty Hardware Package:** Landlord must provide and install heavy-duty Grade 1 hardware including ball bearing hinges, cylinder lockset, and deadbolt with minimum 1" throw and concealed hardened steel roller. Latchsets must be Arrow, Best or Schlage only. Landlord must provide and install a turn piece on the inside face of the door. Up to two additional deadbolt units must be provided and installed if indicated on the SAFS in § B-3. Landlord must install closers and panic bars as required by code.

2.4.4. **Remote Door Release:** Landlord must provide and install an electronic strikeplate powered and wired to the reception desk or other locations as

indicated on the SAFS in § B-3. Landlord must coordinate electrical and security tie-ins as needed.

2.5.Finishes and Specialties: The following finishes and specialties are minimum standards; all finishes are subject to approval. New finishes must be chosen from manufacturers' open stock to allow proper matching. Refer to the SAFS in § B-3 for location of all finishes.

2.5.1. Ceilings: Ceilings may be new or existing acoustical tile systems. Exposed ceilings may be acceptable in historic renovations, subject to DCAMM approval, if utilities are organized and the visual appearance is pleasing. For new installation, Landlord must provide and install an acoustical tile ceiling system consisting of 2' x 2' x $\frac{5}{8}$ " or 2' x 4' x $\frac{5}{8}$ " lay-in panels in a lay-in suspension system. New ceiling tiles must contain post-consumer recycled material and must not contain formaldehyde or vinyl facing. Ceilings must be at least 8 feet and no more than 11 feet from the floor. All piping must be concealed in hung ceilings. If the existing system is to be reused, it must be level and meet standards of new construction. Landlord must remove all soiled or damaged ceiling tiles and replace them to match the finish, pattern, and color of surrounding tiles. Landlord must replace bent or otherwise damaged grid members.

2.5.2. Floors: Floor finishes for all rooms/areas are specified on the SAFS in § B-3, and must comply with all applicable accessibility requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors must be level and smooth before laying down agency floor finishes.

2.5.2.1. Carpet Tile and Straight Base: Except where otherwise indicated on the SAFS in § B-3, Landlord must provide and install solution dyed stain-resistant Nylon carpet tile with a minimum 1/12-gauge and minimum pile density of 6,000 ounces per cubic yard, or with a minimum of 10 stiches per inch and a minimum pile density of 6,000 ounces per cubic yard. Carpet tile must have a minimum ten-year guarantee, an anti-static warranty, and a Green Label or Green Label Plus certification from the Carpet and Rug Institute Indoor Air Quality Test Program. Landlord must use water-based or low resin adhesives that meet the Green Label or Green Label Plus certification and must adjust maintenance procedures to ensure durability of resins, as per manufacturer's recommendations. Landlord must provide and install a 4"-high rubber or wood straight wall base.

2.5.2.2. Resilient Tile Flooring and Cove Base: In areas indicated on the SAFS in § B-3, Landlord must provide and install 2.5 mm thick commercial-grade linoleum tile flooring. Landlord must install a 4"-high cove rubber base along all walls.

2.5.3. Wall Finish

2.5.3.1. **Paint:** Landlord must provide and install one coat of appropriate primer/sealer and two coats of egg-shell or semi-gloss acrylic-latex enamel paint; up to four colors, selected by Tenant. All painted and sealed surfaces must be lightly sanded between coats to give a clean smooth finish. All paints must be of low- or no-VOC content and meet current Green Seal or Greenguard standards for interior coatings.

In all Entry Areas and Meeting Areas indicated on the SAFS in § B-3, Landlord must provide and install one coat of appropriate primer/sealer and two coats of high traffic eggshell acrylic enamel paint such as ScrubTough by Scuffmaster or equal, and a painted or stained wood chair rail above.

2.5.4. **Specialties**

2.5.4.1. **Signage:** Landlord must provide and install a comprehensive room signage system with Braille and raised room numbers with changeable laser printer inserts within the Premises, and a permanent signage system with Braille and raised lettering in all of the common areas of the Building. The two systems must comply with all current, applicable accessibility requirements. The signage system within the Premises must extend to each modular workstation. Landlord must provide and install directories at the main entrance(s) and on each floor occupied by Tenant to allow visitors to easily find their way to the leased Premises. In buildings occupied solely by the Commonwealth, Landlord must provide and install at least one exterior sign stating the following: Commonwealth of Massachusetts, the name of the User Agency, the street address, and town.

2.5.4.2. **Window Coverings:** Landlord must provide and install window coverings that allow transmission of visible light, such as polyester screencloth with UV resistance, and that have anti-fungi and anti-bacterial characteristics. The type and color must be approved by the User Agency during the design phase.

2.6. **Plumbing**

2.6.1. **Plumbing for Reverse Osmosis System: Plumbing for Reverse Osmosis System:** Landlord must provide and install a ¾" cold water feed with back-flow preventer and a floor drain or slop sink in one of the Landlord's janitorial closets serving the Premises for installation by the User Agency's vendor of a H₂O Reverse Osmosis (RO) system. During the Landlord's Improvements period, Landlord must allow the User Agency's vendor access to the Premises to enable the installation of flexible lines from the janitorial closet to the H₂O points of use.

2.6.2. **Plumbing for Staff Support Room:** Landlord must provide and install an accessible stainless steel sink with protected waste lines and 33" x 22" x 6" minimum overall dimensions in the counter of each Staff Support Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3.

2.6.3. **Plumbing for Wellness Room:** Landlord must provide and install an accessible stainless-steel sink with protected waste lines and 15" x 18" x 7" minimum overall dimensions in the counter of the Wellness Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3.

2.7. **Heating, Ventilation and Air Conditioning (HVAC):** DCAMM encourages the installation of high efficiency heating and cooling equipment and installation of an energy management system.

2.7.1. **Certification and Balancing:** Before the Premises are deemed available for occupancy, Landlord must furnish the following certifications:

- a registered engineer's certification that the Building HVAC systems as designed and constructed will satisfy the requirements of the Lease
- a registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings, along with a copy of the supporting balancing report

Any deficiencies must be corrected by Landlord at Landlord's sole expense.

2.7.2. **Heating and Air Conditioning Systems:** The Heating and Air Conditioning systems must be designed to maintain the temperature throughout the Premises within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. HVAC sound levels must not exceed a noise criterion (NC) number of 35. In the MDF, and IDF if any, the temperature must be maintained at no more than 70° Fahrenheit 24/7.

2.7.3. **Ventilation:** Office areas, restrooms, conference rooms, staff support rooms, and special equipment rooms must be ventilated in compliance with the more restrictive requirements of the latest versions of the Massachusetts State Building Code, the Building Officials & Code Administrators International, Inc. (BOCA) National Mechanical Code or the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards. Ventilation equipment must be installed and maintained in accordance with the manufacturer's recommendations.

Landlord must take precautions to prevent foreign matter from getting into equipment and ductwork during construction. All new ductwork must be cleaned of foreign matter and flushed out before the system is placed into service, and Landlord must clean all existing supply air, return air, and exhaust air ductwork systems identified to remain. Landlord must install

temporary filters in all air handling units and at each return air grill when operating the system during construction. Landlord must replace these filters as needed during construction, and must install new filters in all equipment immediately prior to occupancy by Tenant.

- 2.7.4. **Zone Control and Thermostats:** Landlord must provide and install one thermostat or temperature control per zone. The zones must be delineated based on the types of space, the types of use, and the activities and Hours of Operation of the User Agency. Areas of disparate heat gain and heat loss (i.e. areas located alongside exterior windows or walls vs. areas that are not bound by exterior windows or walls, conference rooms, training rooms, equipment rooms, etc.) must be zoned separately.

The premises must be zoned separately from other Building areas and must be controlled by thermostats that are located solely within the Premises. All thermostats must be tamperproof.

- 2.7.5. **CO₂ Sensors and Air Exhaust Fans:** Landlord must provide and install a CO₂ sensor and an associated air exhaust fan in each room with an area of 300 square feet or more under the category Meeting Areas on the SAFS in § B-3.

- 2.8. **Electrical:** Landlord must provide and install an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures must be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.

- 2.8.1. **Service:** The electrical service must be of sufficient capacity (277/480 volts or 120/208 volts) to provide adequate power for the Building electrical equipment and the power required to operate all equipment of the User Agency described in § B. Except for the main distribution switchboard in multi-tenant buildings, power panels must not be shared with other tenants. Landlord must provide and install panels for lighting branch circuits independent from panels supplying receptacles and power-operated equipment if the premises measure more than 6,000 square feet. All power and lighting panels must have bolt-on type circuit breakers, a door with lock and key, and must include a typewritten directory on the inside of the door. Landlord must allow 4 watts per square foot for receptacles and lighting, and provide and install one spare circuit for every five active circuits, based on the recommendations of the National Electrical Code.

- 2.8.2. **Wiring:** All wire must be copper. The size of feeders must be determined by connected loads and must be of adequate size to comply with code-required voltage-drop limitations. Wiring must be installed in raceways such as EMT or in rigid steel conduit. Metal-clad or armored cable must be used above hung ceilings and in partitions; non-metallic sheathed cable may not be used. Where building conditions do not permit concealment

of wiring, Landlord must use surface metal raceways, such as Plugmold or Wiremold. Landlord must make final connections to motors with liquid-tight type conduit and fittings. Independent grounds for computer outlets must be insulated copper wire; metal raceways must not be used as a ground.

- 2.8.3. **Type and Number of Outlets:** Landlord must provide and install 20-amp, 120-volt floor or wall-mounted duplex outlets with independent ground as follows: two per workstation and per 75 square feet of open office area; two duplex outlets in each enclosed office or room of 100 square feet or less and 1 quad outlet on desk wall; and one duplex in each enclosed office or room in excess of 100 square feet and 1 quad outlet on desk wall in an office larger than 100 square feet, one duplex outlet for every additional 100 square feet or fraction thereof. Plugmold may be installed at transaction counters, one duplex outlet per position. Power poles (one per 600 square feet) may be used to provide power to the outlets. Landlord must not connect more than eight standard duplex receptacles per circuit. Landlord must not connect more than the equivalent of one circuit for every two modular workstations, if applicable.

In each Staff Support Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlets above the counter, and the number of 20-amp, 120-volt outlets necessary to power the User Agency-supplied refrigerator, microwave oven, H₂O point of use, and/or vending machines within each Staff Support Room. Power outlets in any Staff Support Room must each be connected to a separate, dedicated circuit.

In the Wellness Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlet above the counter.

- 2.8.4. **Floor Core with Poke-Thru Device; Floor Core with Poke-Thru Device and Empty Conduit With Pull String:** Landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and one electrical outlet in every conference room measuring 200 square feet or more.

In addition, in all rooms where a ceiling-mounted projector (by Tenant) and a floor core with poke-thru device (by Landlord) are noted in the Comments section of the SAFS in § B-3, Landlord must install a 1 ½" empty conduit with pull string from the floor core to the wall closest to the location of the projector for installation of A/V cabling by Tenant's vendor. The poke-thru device must accommodate one voice, one data, one electrical, and one A/V outlet. In addition, Landlord must provide and install a universal projector-mounting bracket with appropriate wood-blocking and a 110-duplex receptacle in the ceiling grid.

- 2.8.5. **Lighting and Switches:**

All fixtures must be compatible with the ceiling system and must be installed flush with the normal ceiling surface. Lighting fixtures must be spaced to maintain a uniform lighting level of 50-foot candles at desk-top height above desks in individual offices and above the worksurfaces of modular workstations in the open areas. The lighting level in circulation areas, storage rooms, and conference rooms may be lower and follow the guidelines of the Illuminating Engineering Society of North America (IESNA).

All fixtures must be UL-listed recessed 2' x 2' or 2' x 4' energy-efficient LED fixtures with direct/indirect acrylic lenses.

Landlord must provide and install one single pole lighting switch per enclosed room and per 600 square feet of open floor area. Divisible spaces and areas with more than one access point must have three-way or four-way switching. All switches must be located adjacent to the entrance door(s) of each space. In all Entry Areas, Landlord must provide and install locked panels to prevent tampering.

All lighting switches must be equipped with occupancy-sensor devices, must be linked to an energy-management system (EMS), and must be dimmable by the occupants in all individual offices and in all meeting rooms. In all Open Areas, all lighting must be dimmable by zones not greater than 600 square feet with controls located in electrical closets.

2.9.Low-Voltage Cabling, Main Distribution Frame, Intermediate Distribution Frame:

- 2.9.1. **Data Cabling:** Landlord must provide and install a complete data cabling system for the leased space that conforms to EOTSS's Cabling and Standards Guidelines, including all horizontal station cabling, communications outlets, modular connectors, permanent connectors and vertical distribution systems (or riser backbones) with fiber riser cables for data, and access conduits and sleeved cores. A printable version of EOTSS's Cabling and Standards Guidelines may be downloaded from <<https://www.mass.gov/service-details/infrastructure-guidelines>>. Landlord must provide and install adequate plywood backboard, and rack-mounted modular RJ-45 patch panels.

Landlord must pre-cable each data jack/extension from the rack-mounted modular RJ-45 patch panel in the MDF to the jack location, including all individual jack locations in the modular systems furniture. Pre-cabling must consist of two plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cables connecting to dual faced modular RJ-45 jacks, or as required by the data equipment, at the extension. The exact jack type must conform to EOTSS's Cabling and Standards Guidelines. Installation must not exceed a 100-meter insertion loss.

Landlord must supply patch panels and equipment cabling as required by the User Agency during the design phase. All data cabling must conform

to EOTSS's Cabling and Standards Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install data outlets as follows: two in each conference room, interview room, hearing room and any other room/office of 100 square feet or less; three in all rooms/offices greater than 100 square feet or more unless otherwise noted in the SAFS in § B-3; and one per workstation and per 150 square feet of open space area. In addition, in all ceilings throughout the premises, Landlord must provide and install one plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cable at a ratio of one for every 1,500 square feet of space for installation by Tenant of Tenant's Wireless system. The User Agency must confirm the location of all data outlets during the design phase.

All cabling work in this Section must be performed by a qualified telecommunication cabling installer certified in the installation of low voltage cabling for data.

Landlord must provide and install all telecommunications cabling neatly without using any electrical conduits, plumbing, heating or air-conditioning structures for support. Cabling must be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems. All data cabling must be at least one foot away from power unless it is run in separate conduits or cable trays.

All twisted pair cables must be tested by the installer for opens, shorts, crossed pair, properly terminated connections, and ability to meet Category 6. All test results must be included in the Cable Documentation.

All cables must be marked clearly and legibly at both ends. All cables must be labeled with floor, room, and jack number for ease of identification.

Station locations must be marked on connection blocks at all IDF and MDF. The first pin for each station cable must be identified.

Cable Documentation: The cable installer must provide clean and legible "as-built" cable drawings and records as part of the voice and data cabling installation. These drawings must, at a minimum, show the location of the MDF and the location and type of all IDFs, all distributing cable runs, and all outlets. Cable records must, at a minimum, include station numbers, horizontal and riser distribution cable numbers and all other information necessary to correlate cable runs and terminating locations. Cable records must also include the cable lengths for all distribution and outside plant cable (by segment) and the locations of any splices. Cable test results must be included in the Cable Documentation.

- 2.9.2. **Telecommunication Cabling:** Landlord must provide and install a complete vertical and horizontal telecommunication cabling system for the leased space to accommodate the User Agency's data, voice over internet protocol system (VoIP), printer, TTY, facsimile, and other

telecommunication equipment needs. The telecommunication cabling must include all horizontal station cabling, communications outlets, modular connectors, permanent connectors, vertical distribution systems (or riser backbones) with fiber riser cables, a 25-pair copper cable for back up, and access conduits, one plenum-rated inner duct with pull string from the Building Demarc to the Tenant's MDF, and sleeved cores. Landlord must supply patch panels and equipment cabling as required by the User Agency during the design phase. All telecommunication cabling must be consistent with the Massachusetts Executive Office of Technology Services and Security (EOTSS) Cabling and Standards Guidelines. A printable version of EOTSS's Cabling and Standard Guidelines may be downloaded from <<https://www.mass.gov/service-details/infrastructure-guidelines>>. Landlord must provide and install adequate plywood backboards, a ceiling-mounted cable tray system, and rack-mounted modular RJ-45 patch panels.

All cabling work in this Section must be performed by a qualified telecommunication cabling installer certified in the installation of low voltage cabling.

Landlord must pre-cable each jack/extension from the rack-mounted modular RJ-45 patch panel in the Main Distribution Frame (MDF) to each jack location including jack locations in the modular systems furniture. Pre-cabling must consist of two plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cables connecting to dual-faced modular RJ-45 jacks, or as required by the telecommunication equipment, at the extension. The exact jack type must conform to EOTSS's Cabling and Standard Guidelines. Installation must not exceed a 100-meter insertion loss.

Station cables to any Intermediate Distribution Frame (IDF) must terminate into a rack-mounted modular RJ-45 patch panel. Cables must be cut down in numerical order. Cables must include six feet of extra length, looped in the room to allow for future adjustments.

All cabling must conform to EOTSS's Cabling and Standard Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install telecommunication outlets as follows: two in each conference room, interview room, hearing room and any other room/office of 100 square feet or less; three in all rooms/offices greater than 100 square unless otherwise indicated in the SAFS in §B-3; and one per workstation and per 150 square feet of open space area. In addition, in all ceilings throughout the premises, Landlord must provide and install one plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cable at a ratio of one for every 500 square feet of space for installation by Tenant of Tenant's Wireless system; the length of said cables must not exceed 85 meters from the MDF or IDF and their termination points. The User Agency must confirm the location of all telecommunication outlets during the design phase.

Landlord must provide and install all telecommunications cabling neatly without using any electrical conduits, plumbing, heating or air-conditioning structures for support. Cabling must be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems. All cabling must be at least one foot away from power distribution conduits unless it is run in separate conduit or cable trays.

All twisted pair cable must be tested by the installer for opens, shorts, crossed pair, properly terminated connections and the ability to meet Category 6. All test results must be included in the Cable Documentation.

All cables must be marked clearly and legibly at both ends. All cables must be labeled with floor, room, and jack number for ease of identification.

Station locations must be marked on patch panels at all IDFs and MDF. The first pin for each station cable must be identified.

Cable Documentation: The cable installer must provide clean and legible “as-built” cable drawings and records as part of the installation of the system. These drawings must, at a minimum, show the location of the MDF and the location and type of all IDFs, all distribution cable runs, and all outlets. Cable records must, at a minimum, include station numbers, horizontal and riser distribution cable numbers and all other information necessary to correlate cable runs and terminating locations. Cable records must also include the cable lengths for all distribution and outside plant cable (by segment) and the locations of any splices. Cable test results must be included in the Cable Documentation.

- 2.9.3. **Main Distribution Frame (MDF):** Landlord must provide and install dedicated power to the MDF, as well as any electrical adapters or receptacles required to operate the User Agency’s voice, data, and security system equipment in accordance with the most recent edition of the Electrical Code. The electrical panels serving the MDF must be located in the MDF. For the purposes of this RFP, Proposers should assume a need for 3 duplex receptacles each on a dedicated 20-amp circuit and 2 L6-30R NEMA receptacles each on a dedicated 30-amp circuit mounted to the side of the cable trays.

In addition to general lighting, Landlord must install one emergency power failure light, and three convenience outlets.

Landlord must equip the MDF with the following:

- one hand-held fire extinguisher;
- a protective cage on each sprinkler head;
- a smoke-detection system linked to the Building fire alarm system;
- a water-detection system linked to the security system monitoring service;

- an ambient-temperature and humidity monitoring system linked to the security-system monitoring service;
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load heat dissipation: ambient temperature of not more than 70 degrees Fahrenheit and relative humidity of 30% to 50%. Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF and must design an air-conditioning system sufficient for the equipment, plus a 30% load increase;
- approximately 6'-0" x 6'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboards;
- a 12"-wide ceiling-mounted cable-tray system (assume 1.5 times the perimeter of the room);
- a minimum of 3 19" two-post server racks for installation of the User Agency's equipment;
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code.

The MDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the MDF.

The MDF should be centrally located within the User Agency's Premises.

- 2.9.4. **Intermediate Distribution Frame(s) (IDF):** In addition to the MDF Room, Landlord must build-out IDFs, as needed, to comply with EOTSS's Cabling Standards and Guidelines. Landlord must provide and install dedicated power to the IDFs, as well as any electrical adapters or receptacles required to operate the User Agency's voice and data equipment. For purposes of this RFP, Proposers should assume one IDF per floor proposed, and Proposers should assume a need for 2 duplex receptacles each on a dedicated 20-amp circuit and 1 L6-30R NEMA receptacles each on a dedicated 30-amp in each IDF.

Landlord must install one emergency power failure light in each IDF, and one convenience outlet.

Landlord must equip each IDF with the following:

- a protective cage on each sprinkler head;
- a smoke-detection system linked to the Building fire-alarm system;
- a water-detection system linked to the security-system monitoring service;
- an ambient-temperature monitoring system linked to the security-system monitoring service;
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load: ambient temperature of not more than 70 degrees Fahrenheit;

- approximately 4'-0" x 6'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboard;
- a 12"-wide ceiling-mounted cable-tray system (assume half the perimeter of the room);
- a minimum of 1 19" two-post server racks for installation of the User Agency's equipment;
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code.

The IDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the in IDFs.

2.10. Security Systems

2.10.1. **Intrusion Alarm:** Landlord must provide and install an intrusion alarm system to serve the Premises. This system must, at a minimum, include motion detectors and contact alarms for all doors and operable windows, all of which must be connected to a security monitoring service staffed 24/7 to alert Landlord's property manager and the User Agency. The system must be approved by the User Agency before Landlord installs the system.

2.10.2. **Card Access Control System:** Landlord must provide and install a card access control system with proximity readers to serve the Premises. At a minimum, this system must include: a server and head-end terminal with the associated software, memory and capacity sufficient to store and retrieve a minimum of 120-day history; card readers at every Building entrance to be used by User Agency's staff, every door serving as entry point to User Agency's premises, every stairwell door leading to or from the premises, at the MDF and IDF rooms, and at up to 12 other locations to be confirmed by the User Agency during the design phase; emergency exit override switches, where required; and one proximity card per staff plus 10% extra. The system must be compatible with the Building card readers, if the Building is equipped with such a system. The system must have the ability for multi-level access programming and the ability to read 125 megahertz ID cards. All proximity card readers must be installed in accessible locations and at accessible heights.

2.10.3. **Carbon Monoxide Detectors:** Landlord must install carbon monoxide detectors throughout the Premises for all buildings that rely on the combustion of fossil fuel as a source of energy for the HVAC system, for hot water, or for any other purpose, or for buildings connected to parking garages or to areas used for the storage of vehicles or equipment that use fossil fuel. The detectors must be hard-wired units with battery back-up, meet UL standard 2034, and be installed in accordance with the manufacturer's recommendations. Landlord must install at least one detector per 3,000 square feet or portion thereof. The detectors must be

installed in open areas with no barriers to airflow. Landlord must replace batteries in each detector as needed, but not less than once a year.

2.11. Assemblies and Architectural Woodwork:

2.11.1. All work under this section must comply with accessibility regulations for counter height, knee space and width. Landlord must follow AWI custom grade standards for quality of construction and materials; scribe all work to fit; and provide all hardware (i.e., hinges, pull catches, standards and brackets) as required for a complete facility. The finish must consist of either one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. High-pressure, general purpose-type laminate, Class 1 must be used throughout. Horizontal surfaces must be .028" thick, colors to be selected by the User Agency. All boards having an exposed surface of plastic laminate must have a .050" thick plastic laminate backing type M or type S applied to the opposite side of the backing material. Landlord must provide and install backsplashes scribed to fit at all installations. All underlying stock for casework must be water-resistant particleboard, or better.

2.11.2. **Counter and Cabinetry in Staff Support Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 8' long with a 4" high continuous backsplash, and base and overhead cabinets with surface-mounted doors and accessible hardware in each Staff Support Room identified on the SAFS in § B-3.

The assemblies must meet all accessibility requirements, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sink and electrical outlets respectively described in § B-2.6 Plumbing and in § B-2.8 Electrical.

2.11.3. **Counter and Cabinetry in Wellness Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 6' long with a 4" high continuous backsplash, one two-foot-wide base cabinet, room for an under-counter refrigerator to be provided by the User Agency, and open wheelchair access under the sink in the Wellness Room identified on the SAFS in § B-3.

The assemblies must meet all accessibility requirements, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sink and electrical outlets respectively described in § B-2.6 Plumbing and in § B-2.8 Electrical.

B-3 SPACE ALLOCATION AND FINISH SCHEDULE (SAFS)

B-4 TECHNICAL EXHIBITS

Exhibit 1: Not Applicable to this Project

Exhibit 2: Not Applicable to this Project

Exhibit 3: Not Applicable to this Project

Exhibit 4: Not Applicable to this Project

Schematic Design Outline Specifications from the McGuiness Group

Finishes Specifications Schematic Design from the McGuiness Group

MASSACHUSETTS STATE 911 DEPARTMENT

Hopkinton, Marlborough, Millis, or Westborough

Project Number 202200000

SECTION B-3
SPACE ALLOCATION AND FINISH SCHEDULE

A TOTAL OF APPROXIMATELY 49,000 USABLE SQUARE FEET

JANUARY 2022

B-3. SPACE ALLOCATION AND FINISH SCHEDULE

Project Number 2022

**Massachusetts State 911 Department
Massachusetts State Department of Public Safety
PSAP & TRAINING CENTER
202200000
SUMMARY OF SPACE ALLOCATION**

	<u>Staff Count</u>	<u>Usable Area</u>
PSAP Staff Areas	23	7,366
PSAP Support Areas	0	4,496
PSAP Entry & Meeting Areas	0	1,536
Training Center	3	7,776
TOTAL:	23	21,173

B-3. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State 911 Department-
Hopkinton, Marlborough, Millis, or Westborough

DCAMM PROJECT NO: 202200000

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL SF	PARTI- TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL				
STAFF AREAS										
Director	1	150	150				150	Full	CPT	Lock, sidelight
Deputy Diretor	1	120	120				120	Full	CPT	Lock, sidelight
Senior Manager	5	100	500				500	Full	CPT	Lock, sidelight
Communications Room	16	0	0	1	4,500	4,500	4,500	Demising	SDCT	Card Access,solid door, raised access floor, 24*7 HVAC, 9' ceiling, zone light dimming, User Agency supplied workstations.
Subtotal Staff Areas	23		770			4,500	5,270			
EQUIPMENT IN OPEN AREAS										
Copy Station				3	30	90	90	Open	CPT	3 V/D/P
Fax/Printer Area				3	30	90	90	Open	CPT	1 V/D/P
H ₂ O Point of Use				2	3	6	6	Open	RTF	
Subtotal Equipment in Open Areas						186	186			
Subtotal	23		770			4,686	5,456	SF		Usable Square Feet
Circulation						35%	1,910	Full		Office or room with full height partitions and door
TOTAL USABLE AREA							7,366	Demising		Office or room with full height partitions to the ceiling deck
								UA-Wkstn		Open area with user agency-installed systems furniture
								Open		Open area with no partitions
								CPT		Carpet
								RTF		Resilient Tile Flooring
								V/D/P		Combination Voice, Data, Power Outlet
								AV		Audio-Visual
								SDCT		Static Dissipative Carpet Tile
								SDT		Static Dissipative Tile
								CER		Non-Skid Ceramic Tile Flooring
								CONC		Concrete

PSAP Staff Areas

- List of Abbreviations**
- Usable Square Feet
 - Office or room with full height partitions and door
 - Office or room with full height partitions to the ceiling deck
 - Open area with user agency-installed systems furniture
 - Open area with no partitions
 - Carpet
 - Resilient Tile Flooring
 - Combination Voice, Data, Power Outlet
 - Audio-Visual
 - Static Dissipative Carpet Tile
 - Static Dissipative Tile
 - Non-Skid Ceramic Tile Flooring
 - Concrete

B-3. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State 911 Department-Hopkinton, Marlborough, Millis, or Westborough

DCAMM PROJECT NO: 202200000

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL				
SUPPORT AREAS										
Records Room				2	200	400	400	Full	RTF	Lock, vision panel
Copy/Mail Room				2	90	180	180	Open	VCT	Alcove configuration, no door, electrical outlet for postage meter, self-standing forms rack
Main Distribution Frame (MDF)				2	200	400	400	Demising	VCT	Card access control system, vision panel, 24/7 cooling system; Please refer to LL Improvements Specifications for MDF Room
UPS Room				1	100	100	100	Demising	VCT	Card access control system, vision panel, 24/7 cooling system; Please refer to LL Improvements Specifications for UPS Room
Staff Support Room				1	300	300	300	Full	VCT	Vision panel, counter, sink, cabinets, power outlets, each on a dedicated circuit
Staff Restroom -Womens				1	300	300	300	Demising	CER	Please refer to LL Improvements Specifications for Womens Restroom
Staff Restrooms - Mens				1	300	300	300	Demising	CER	Please refer to LL Improvements Specifications for Mens Restroom
Staff Lockers				1	200	200	200	Open	VCT	Alcove or double-loaded corridor configuration with a total of 52 landlord-provided lockers each 12" deep x 12" wide x 36" high, stacked two-high.
Workout Room				1	300	300	300	Full	Rubber	
Janitorial Closet				1	50	50	50	Full	VCT	24"x24"24" slop sink. Full-height Fiberglass Reinforced Panels (FRP) on all four walls.
Storage/Supply Room				1	150	150	150	Full	VCT	Lock,vision panel
Mothers Room				2	100	200	200	Full	CPT	Stainless steel sink, countertop, cabinet, "In-use" indicator
Huddle Room				1	150	150	150	Full	CPT	
MEETING AREAS: Meeting Rooms				1	300	300	300	Demising	CPT	Lock, sidelight, 1 ceiling-mounted P/D for U/A supplied projector, 2 V/D/P, chair rail
Subtotal Support Areas						3,330	3,330	<u>List of Abbreviations</u>		
Subtotal						3,330	3,330	SF	Usable Square Feet	
Circulation						35%	1,166	Full	Office or room with full height partitions and door	
TOTAL USABLE AREA							4,496	Demising	Office or room with full height partitions to the ceiling deck and door	
								UA-Wkstn	Open area with user agency-installed systems furniture	
								LL-Wkstn	Open area with landlord-installed systems furniture	
								CPT	Carpet	
								VCT	Vynal Composite Tile	
								V/D/P	Combination Voice, Data, Power Outlet	
								AV	Audio-Visual	
								SDT	Static Dissipative Tile	
								CER	Non-Skid Ceramic Tile Flooring	

PSAP Staff Support Areas

B-3. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State 911 Department-Hopkinton, Marlborough, Millis, or Westborough

DCAMM PROJECT NO: 202200000

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL	PARTI-	FLOOR	NOTATIONS ON
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL	SF	TIONS	COVER	SPECIFICATIONS (cf. RFP section B-2)
MEETING AREAS										
Training Rooms				1	750	750	750	Demising	CPT	Lock, sidelight, floor core, ceiling-mounted P/D outlet for U/A supplied projector, ceiling and wall blocking, chair rail
Conference Room				1	350	350	350	Demising	CPT	
Subtotal Meeting Areas						750	1,100			
SUPPORT AREAS										
H ₂ O Point of Use				6	3	18	18	Open	RTF	
Visitors Restroom				2	80	160	160	Full	CER	Commercial restroom indicator deadbolt, lock.
Subtotal Support Areas						178	178			
ENTRY AREAS										
Reception Counter	1	60	60				60	Demising	CPT	Reception counter
Waiting Area				1	150	150	150	Full	CPT	4-power/data outlets
Subtotal Entry Areas	1		60			150	210			
Subtotal	1		60				1,138			
Circulation							398			
TOTAL USABLE AREA							1,536			

PSAP Entry & Meeting Areas

List of Abbreviations

SF	Usable Square Feet
Full	Office or room with full height partitions and door
Demising	Office or room with full height partitions top the ceiling deck and door
UA-Wkstn	Open area with user agency-installed systems furniture
Open	Open area with no partitions
CPT	Carpet
RTF	Resilient Tile Flooring
V/D/P	Combination Voice, Data, Power Outlet
AV	Audio-Visual
SDT	Static Dissipative Tile
CER	Non-Skid Ceramic Tile Flooring
CONC	Concrete

B-2.10 SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State 911 Department-Hopkinton, Marlborough, Millis, or Westborough

DCAMM PROJECT NO: # 202200000

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL	PARTI-	FLOOR	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL	SF	TIONS	COVER	
STAFF AREAS										
Manager	2	120	240				240	Full	CPT	Lock, 2 V/D, 2 quad outlets
EDP	1	100	100				100	Full	CPT	LL provided workstations
Subtotal Staff Areas	3		340				340			
SUPPORT AREAS										
Staff Support Area				1	500	500	500	Full	VCT	Lock, sidelight, 8' wall and base cabinetry w/sink base, 8'-laminated countertop w/backsplash, 3- counter height GFI outlets, 5-duplex outlets.
EDP Secured Storage				1	150	150	150	Full	VCT	Lock, sidelight
Equipment/Supply Storage				1	250	250	250	Full	VCT	Lock, sidelight
Main Distribution Frame (MDF)				1	80	80	80	Full	VCT	Lock, 2 V/D
Subtotal Support Areas						980	980			
MEETING AREAS										
Classroom				2	800	1,600	1,600	Full	CPT	Lock, 1 V/D, ceiling mounted AV with 1 quad outlet, 1 quad outlet and 8 duplex outlets, blocking, chair rail
Classroom				2	1,200	2,400	2,400	Full	CPT	Lock, 2 V/D, ceiling mounted AV with 1 quad outlet, 20 quad outlets, blocking, chair rail
Conference Room				1	350	350	350			
Subtotal Meeting Areas						4,000	4,350			
ENTRY AREAS										
Reception				1	100	100	100	Open	CPT	1 VDP
Subtotal Entry Areas						100	100			
Subtotal	3		340			5,420	5,760			
Circulation						35%	2,016	Full		
TOTAL USABLE AREA							7,776	Full-Sound		

List of Abbreviations

SF	Usable Square Feet
Full	Office or room with full height partitions and door
Full-Sound	Training room with full height partitions and door
CPT	Carpet
LL-Wkstn	Open area with Landlord supply and installed systems furniture
RTF	Resilient Tile Flooring
VCT	Vinyl Composite Tile
V/D	Combination Voice, Data
AV	Audio-Visual

TRAINING CENTER

DCAMM

Schematic Design Outline Specifications

August 26, 2022

1. Lobby / Vestibule

- ☐ Floor – CP-4 (new walk off mat). Existing porcelain paver tiles and base to remain
- ☐ Walls – Paint
- ☐ Ceiling – Paint existing GWB ceiling, New AC-1 and grid to remain replace as necessary
- ☐ Lighting – New lighting

2. Lobby / Reception

- ☐ Floor – CP-1 at carpeted areas. Existing porcelain paver tile and base to remain
- ☐ Base – VB-1 (new base only at vinyl base locations)
- ☐ Walls – Paint
- ☐ Ceiling – Paint existing GWB ceiling, provide new AC-1, grid to remain (replace as necessary)
- ☐ Lighting – New LED lighting
- ☐ Note – demolish existing reception desk, feature walls and pendant light fixtures
- ☐ Specialty – Provide 3M “dusted crystal” specialty film at existing windows to remain at wood feature wall

3. Typical Corridors / Open Office Area

- ☐ Floor – CP-1 Carpet with 20% CP-3 accent carpet
- ☐ Base – WB-1
- ☐ Walls – Paint walls PT-1, allow for 20% accent paint
- ☐ Ceiling – New AC-1 ceiling and grid at PSAP side of 1st floor. 911 Training side of building and 2nd floor existing ceiling grid to remain, patch and repair ceiling as necessary. Replace ceiling tiles as required
- ☐ Lighting – Replace existing recessed LED indirect / direct 2' x 2' or 2' x 4' fixtures

4. Existing Private Offices

- ☐ Floor – CP-2 Carpet
- ☐ Base – WB-1
- ☐ Walls – Paint walls PT-1. One wall to be painted with accent paint
- ☐ Ceiling – Existing ceiling grid to remain, patch and repair. Replace ceiling tiles as required
- ☐ Lighting – Replace existing recessed LED indirect / direct 2' x 2' or 2' x 4' fixtures
- ☐ Door – Doors to have lock

5. New Private Offices

- ☐ Floor – CP-2 Carpet
- ☐ Base – WB-1
- ☐ Walls – Paint walls PT-1. One wall to be painted with accent paint
- ☐ Ceiling – Grid to match existing, AC-1
- ☐ Lighting – Recessed LED indirect / direct 2' x 2' or 2' x 4' fixtures
- ☐ Door – Doors to have lock at 24" sidelight to match height of door

6. Existing Typical Conference / Training Room

- ☐ Floor – CP-2
- ☐ Base – WB-1
- ☐ Walls – Paint walls PT-1. One wall to be painted with accent paint (extend walls to deck between rooms if not existing)
- ☐ Ceiling – Existing ceiling grid to remain, patch and repair. Replace ceiling tiles as required
- ☐ Lighting – Replace existing recessed LED indirect / direct 2' x 2' or 2' x 4' fixtures
- ☐ Specialty – provide painted chair rail
- ☐ Specialty – existing raised floor system to remain.
- ☐ Note – existing whiteboards and trim to be removed (confirm with DCAMM)
- ☐ Doors – provide sidelight
- ☐ Specialty: Ramps to be ADA compliant for 911 training (modify two existing ramps to have a slope of 1:20)

7. New Typical Conference / Training Room

- ☐ Floor – CP-2
- ☐ Base – WB-1
- ☐ Walls – Paint walls PT-1. One wall to be painted with accent paint, extend new walls to deck between rooms
- ☐ Ceiling – AC-1, ceiling grid to match existing system
- ☐ Lighting – Recessed LED indirect / direct 2' x 2' or 2' x 4' fixtures
- ☐ Specialty – provide painted chair rail
- ☐ Specialty – provide Modernfold “Acousti-Seal” Legacy moveable wall system as noted on plan in training room on 2nd floor. STC rating to be 50 with whiteboard panels.
- ☐ Doors – provide sidelight

8. Break Rooms / Staff Support Rooms

- ☐ Floor – VT-1
- ☐ Base – WB-1
- ☐ Walls – Paint walls PT-1, allow for (1) accent wall
- ☐ Ceiling – AC-1, ceiling grid to match existing system (existing ceiling at 911 can remain)
- ☐ Lighting – 2' x 2' indirect / direct LED's , LED strip lighting in upper cabinets to light counter
- ☐ Millwork – Provide PL-1 lower cabinets with PL-2 upper cabinets and plastic laminate countertop.
- ☐ Specialty – Provide SS sink with Kohler faucet
- ☐ Equipment – Provide ADA dishwasher (all other equipment to be provided by DCAMM)
- ☐ Door – Doors to have vision panel

9. Existing Restrooms

- ☐ Floor – existing to remain
- ☐ Base – existing to remain
- ☐ Walls – Paint drywall walls PT-6, paint existing ceramic tile walls PT-7
- ☐ Lighting – 2' x 2' indirect / direct LED's
- ☐ Ceiling – Existing ceiling grid to remain, patch and repair. Provide new AC-1 tiles
- ☐ Millwork – existing to remain
- ☐ Specialty – Provide new partitions by Bobrick or equal
- ☐ Note – remove wall covering

- ❑ Note – flooring and base to be replaced with PP-1/2 in restrooms that are being reconfigured

10. New Rest Rooms

- ❑ Floor – PP-1
- ❑ Base – PP-2
- ❑ Walls – Paint walls PT-6, CT-1 ceramic tile at toilet wet wall (and 4' ht at ADA toilet wall)
- ❑ Ceiling – AC-1 with new grid
- ❑ Lighting – Recessed wall washers at wet walls with supplemental down lights
- ❑ Millwork – Provide SS-1 Counter and apron
- ❑ Specialty - Provide Sloan toilets, Kohler undermount sinks, Sloan faucet and soap dispenser, mirrors, restroom accessories by Bobrick with Bobrick "Envoy" toilet partitions or equal

11. Single-Use New Rest Rooms

- ❑ Floor – PP-1
- ❑ Base – PP-2
- ❑ Walls – Paint walls PT-6,
- ❑ Ceiling – AC-1, ceiling grid to match existing system
- ❑ Lighting – Recessed down lights
- ❑ Specialty - Provide Sloan wall mounted sink, Sloan toilet, Sloan faucet and soap dispenser, mirror, grab bars and accessories by Bobrick

12. New Shower / Locker Rooms

- ❑ Floor – PP-1
- ❑ Base – PP-2
- ❑ Walls – Paint walls PT-6, with CT-1 ceramic tile wall at toilet wet wall (and 4' ht at ADA toilet wall)
- ❑ Ceiling – AC-1, ceiling grid to match existing system
- ❑ Lighting – Recessed wall washers at wet walls with supplemental down lights
- ❑ Millwork – Provide SS-1 Counter and apron
- ❑ Specialty - Provide Sloan toilets, Kohler undermount sinks, Sloan faucet and soap dispenser, mirrors (full height above counter), restroom accessories by Bobrick with Bobrick "Envoy" toilet partitions or equal
- ❑ Specialty – Provide "One-Piece" new shower stalls by Aquatic or equal, with (1) ADA shower stall per locker room
- ❑ Specialty – Provide (20) new half-height lockers in the PSAP locker rooms
- ❑ Specialty – Provide (2) coat hooks in changing area outside of shower stall on 2nd floor rooms. Provide shower curtain.

13. PSAP Workout Room

- ❑ Floor – RF-1
- ❑ Base – WB-1
- ❑ Walls – Paint w/ one full wall with mirror
- ❑ Ceiling – New AC-1 tiles and grid
- ❑ Lighting – Recessed LED indirect / direct 2' x 2' fixtures
- ❑ Specialty – New walls to extend to deck

14. Police Training Gym

- ☐ Floor – RF-1
- ☐ Base – WB-1
- ☐ Walls – Paint w/ one full wall with mirror
- ☐ Ceiling – Existing ceiling grid to remain, patch and repair. AC-1 new tiles
- ☐ Lighting – Recessed LED indirect / direct 2' x 2' or 2' x 4' fixtures
- ☐ Specialty – New walls to extend to deck, provide insulation below floor in first floor ceiling

15. Storage / Supply / Copy IT Rooms / Media Room

- ☐ Floor – VT-2
- ☐ Base – WB-1
- ☐ Walls – Paint
- ☐ Ceiling – AC-1
- ☐ Lighting – Recessed LED 2' x 2' fixtures
- ☐ Doors – provide lock, vision panel

16. Communications Room

- ☐ Floor – Existing raised floor to remain, with CP-4 (SDCT)
- ☐ Base – WB-1
- ☐ Walls – Paint, build new wall as noted on plan, remove door and ramp. Adjust raised floor to align with existing floor
- ☐ Ceiling – New AC-2 ceiling tiles
- ☐ Lighting – Recessed LED indirect / direct 2' x 2' or 2' x 4' fixtures. To be on dimmers.
- ☐ Specialty – (1) wall as noted to receive AP-1 acoustic panels. Provide alternate pricing for all walls to have AP-1 panels

17. Records Room

- ☐ Floor – Existing to remain
- ☐ Base – WB-1
- ☐ Walls – Paint
- ☐ Ceiling – Existing to remain, replace ACT as necessary
- ☐ Lighting – Recessed LED 2' x 2' fixtures
- ☐ Doors – provide lock and vision panel

18. MDF / UPS Rooms

- ☐ Floor – Existing to remain
- ☐ Base – WB-1
- ☐ Walls – Paint
- ☐ Ceiling – Existing to remain, replace ACT as necessary
- ☐ Lighting – Recessed LED 2' x 2' fixtures
- ☐ Doors – provide lock and vision panel

19. New Mother's Room

- ☐ Floor – VT-1
- ☐ Base – WB-1
- ☐ Walls – Paint, with one accent wall
- ☐ Ceiling – AC-1

- ❑ Lighting – Recessed LED 2' x 4' fixture (on dimmer)
- ❑ Specialty – Plastic laminate lower cabinets with plastic laminate counter and undercounter refrigerator (in room as indicated on plan). Provide stainless steel sink by Elkay with Kohler faucet

20. Open Stair / Atrium

- ❑ To remain as is: metal to be polished and paint to be touched-up
- ❑ Rail – To be refinished

GENERAL NOTES:

1. Refer to Schematic Design progress CD's and Finish Specifications
2. Refer to DCAMM standards for MEP information
3. Light fixture Specifications and RCP to be provided at later date, GC to provide allowances
4. Doors and glass sidelights to be reused throughout. New doors to match existing.
5. New walls between conference rooms / meeting rooms to extend to deck above. New typical walls to be 6" above finished ceiling
6. GC to save ceiling tiles for reuse (in demo phase of work)
7. New ceiling grid to match existing

PRICING ALTERNATES:

1. Provide cost for new porcelain paver PP-1 in lobby with PP-2 Base
2. Provide added cost for acoustic panels, AP-1 on all walls of Communications Room

DCAMM

Finishes Specifications – Schematic Design

August 26, 2022

Acoustic Ceiling

AC-1 Item: Acoustic Ceiling Tile
Location: Throughout
Mfr: Armstrong Ceiling Solutions
Tile: Dune, 24" x 24"
Grid: To match existing
Contact: Lisa Nisbet – 508.245.1848

AC-2 Item: Acoustic Ceiling Tile
Location: Communications Room
Mfr: Armstrong Ceiling Solutions
Tile: Ultima – high NRC, 24" x 24"
Grid: To match existing
Contact: Lisa Nisbet – 508.245.1848

Acoustic Panel System

AP-1 Item: Acoustic Panel System
Location: Communications Room
Mfr: Armstrong
Tile: "Optima Walls" panel system
Size: 4' x 8' wall tiles
Contact: Lisa Nisbet – 508.245.1848

Carpet

CP-1 Item: Carpet
Location: Open Office / Corridor
Mfr: Mohawk
Code: Refined Pass
Color: to be determined
Note: Carpet Tile, installation pattern to be determined
Contact: Ashley Perkins – 978.886.4395

CP-2 Item: Carpet
Location: Private Offices, Training + Conference Rooms
Mfr: Mohawk

Code: Filtered Form
Color: to be determined
Note: Carpet Tile, installation pattern to be determined
Contact: Ashley Perkins – 978.886.4395

CP-3 Item: Carpet
Location: Open Office / Corridor – Accent Carpet
Mfr: Mohawk
Code: Refined Pass
Color: to be determined
Note: Carpet Tile, installation pattern to be determined
Contact: Ashley Perkins – 978.886.4395

CP-4 Item: Static Dissipative Carpet Tile
Location: Communications Room
Mfr: Static Worx
Code: Shadow FX carpet tile
Color: Big Sur or equal
Note: Carpet Tile, installation pattern to be determined

CP-5 Item: Walk Off Matt
Location: Entry Vestibule
Mfr: Mohawk
Code: Step Up II GT311
Color: to be determined
Note: Carpet Tile, 24" x 24" monolithic installation
Contact: Ashley Perkins – 978.886.4395

Ceramic Tile

CT-1 Item: Ceramic Tile
Location: Wet Wall Tile
Mfr: Dal Tile
Code: Glazed Wall Tile
Color: to be determined
Size: 4" x 12"
Grout: to be determined
Contact: Paula Tosti - 978.835.7793

Glass

GL-1 Item: Sidelight
Location: Throughout
Note: Tempered glass, ¼"

GL-2 Item: Mirror
Location: Workout Room, Gym

Paint

PT-1 Item: Paint
Location: Typical Walls
Mfr: Benjamin Moore
Code: Eggshell Finish
Color: TBD

PT-2 Item: Paint
Location: Typical Ceiling Soffit / GWB Ceiling
Mfr: Benjamin Moore
Code: Flat Finish
Color: White Diamond

PT-3 Item: Paint
Location: Door Frames
Mfr: Benjamin Moore
Code: Semi-Gloss Finish
Color: TBD

PT-4 Item: Paint
Location: Accent Paint
Mfr: Benjamin Moore
Code: Eggshell Finish
Color: TBD

PT-5 Item: Paint
Location: Accent Paint
Mfr: Benjamin Moore
Code: Eggshell Finish
Color: TBD

PT-6 Item: Paint
Location: Restrooms
Mfr: Benjamin Moore
Code: Eggshell Finish
Color: TBD

PT-7 Item: Paint
Location: Existing Restroom Wall Paint at Existing Ceramic Tile
Mfr: INSL-X Stix

Code: Waterborne Bonding Primer
Color: White

Plastic Laminate

- PL-1 Item: Plastic Laminate
 Location: Lower Cabinets – Break Rooms
 Mfr: Wilsonart
 Code: 7991-38
 Color: Neo Walnut
- PL-2 Item: Plastic Laminate
 Location: Upper Cabinets, Counter and Backsplash – Break Rooms
 Mfr: Wilsonart
 Code: D427
 Color: Linen

Porcelain Paver

- PP-1 Item: Porcelain Paver
 Location: Restrooms
 Mfr: Dal Tile
 Style: Haute Monde
 Color: Nobility White HM08
 Size / Finish: 24 x 48, unpolished
 Contact: Paula Tosti - 978.835.7793
 Grout: tbd
- PP-2 Item: Porcelain Paver
 Location: Base / Lobby, Restrooms
 Mfr: Dal Tile
 Style: To Match PP-1
 Color: To Match PP-1
 Size/Finish: 4" x 24"
 Contact: Paula Tosti - 978.835.7793
 Grout: tbd

Rubber Flooring

- RF-1 Item: Rubber Flooring
 Location: Workout Room, Gym
 Mfr: Earth Saver
 Code: Earth Fragments RFX-513

Color: To be determined

Note: ¼" thick

Solid Surface

SS-1 Item: Solid Surface Countertop
Location: Restrooms / Shower + Changing Rooms
Mfr: Wilsonart
Color: Quarry Cliff Q4040
Contact: Michelle O'Connor

Vinyl Tile

VT-1 Item: Vinyl Flooring
Location: Break Room
Mfr: Mohawk
Code: Morikato Wood
Color: to be determined
Contact: Ashley Perkins – 978.886.4395

VT-2 Item: VCT
Location: Support Rooms
Mfr: Armstrong
Code: Standard Excelon
Color: Charcoal
Note: Quarter Turn tile installation

Wall Base

WB-1 Item: Wall Base
Location: Carpet, LVT and VT areas throughout
Mfr: Johnsonite
Code: 4"
Color: TBD
Note: Straight edge at carpet, cove base at hard surface flooring
Contact: Tom McNulty – 617.293.7131



Calare Properties - 31 Maple Street, Milford, MA - Tenant Improvements

31 Maple Street, Milford, MA 01757
Preliminary Project Schedule
October 11, 2022

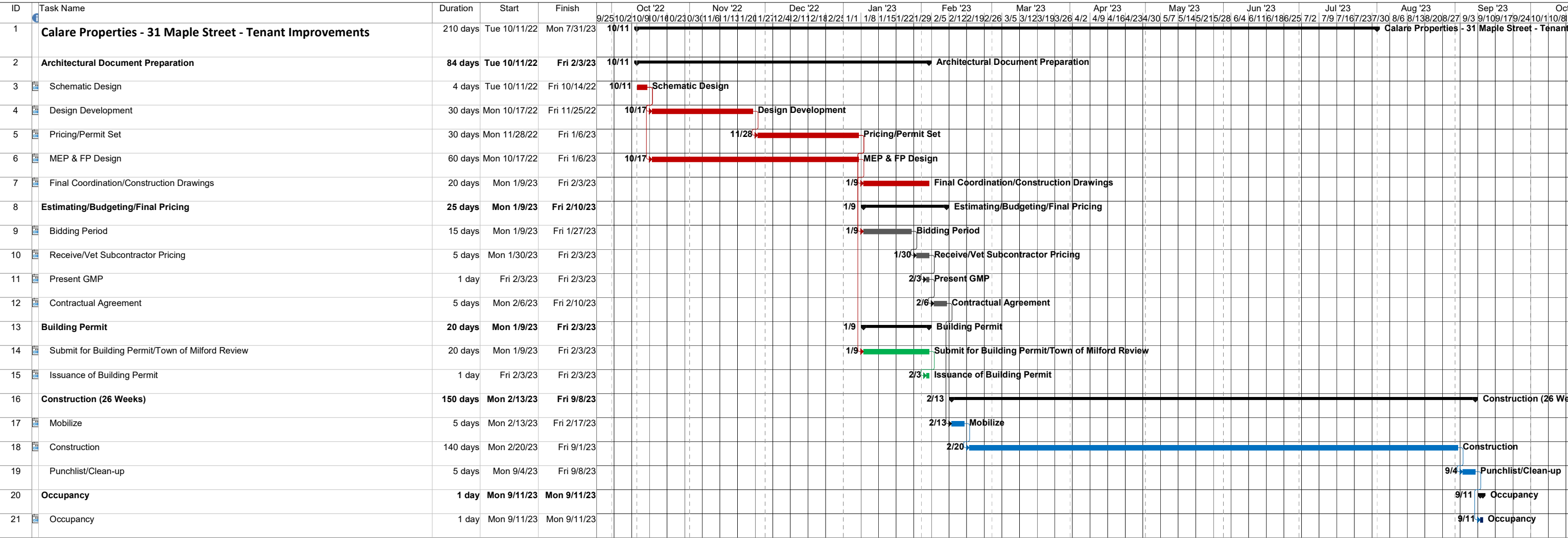


Exhibit D

Exhibit E
Year One Statement of Additional Rent

31 Maple Street - DCAMM Full Opex		
Requirement	\$/SF	Cost
RE Taxes	\$ 4.06	\$ 206,996.00
Insurance	\$ 0.30	\$ 15,524.70
Water/Sewer	\$ 0.30	\$ 15,524.70
Snow Removal	\$ 1.02	\$ 51,749.00
Landscaping	\$ 1.02	\$ 51,749.00
Electric	\$ 4.06	\$ 206,744.29
Gas	\$ 2.03	\$ 103,498.00
HVAC Maintenance	\$ 1.02	\$ 51,749.00
Elevator Maintenance	\$ 0.51	\$ 25,874.50
Life Safety	\$ 0.15	\$ 7,762.35
R&M	\$ 1.02	\$ 51,749.00
		\$ -
Janitorial (twice a day 7 days a week)	\$ 2.03	\$ 103,498.00
		\$ -
Alarm Contract	\$ 0.20	\$ 10,349.80
		\$ -
Management Fee	\$ 2.03	\$ 103,498.00
Total Expenses	19.74	\$ 1,006,266.34